

LEASE NO. GS-08P-LCO14891

Standard Lease
GSA FORM L201C (September 2013)

This Lease is made and entered into between

BOP 1801 California Street LLC and BOP 1801 California Street II LLC

(Lessor), whose principal place of business is 1801 California Street, Suite 200, Denver, CO 80202, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being a portion of the Property located at

1801 California Street, Denver, CO 80202

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor

FOR THE LESSOR:

(b) (6)
Name David Sternberg
Title EVF
Entity Name BOP California Street LLC and BOP 1801 California Street II LLC
Date 6/23/2015

FOR THE GOVERNMENT:

(b) (6)
Name Mark E. Pearl
Title Lease Contracting Officer
General Services Administration, Public Buildings Service
Date 6/25/2015

WITNESSED FOR THE LESSOR BY:

(b) (6)
Name Frank Miskus
Title Property Manager
Date 6/23/15

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No 3090-0163

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows

A Office and Related Space: 73,115.64 rentable square feet (RSF), yielding 62,492 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 15th, 16th and a portion of the 17th floor(s) and known as Suite(s) 1600, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B

B Common Area Factor The Common Area Factor (CAF) is established as 1.170 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following

A Parking 19 parking spaces as depicted on the plan attached hereto as Exhibit C, reserved for the exclusive use of the Government, of which 19 shall be structured/inside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property

B Antennas, Satellite Dishes, and Related Transmission Devices (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates

	FIRM TERM ANNUAL RENT	FIRM TERM ANNUAL RENT	NON FIRM TERM ANNUAL RENT
SHELL RENT ¹	(b) (4)	(b) (4)	(b) (4)
TENANT IMPROVEMENTS RENT ²			
OPERATING COSTS ³			
REAL ESTATE TAXES ⁴			
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁵			
PARKING ⁶			
TOTAL ANNUAL RENT		\$2,632,218.02	\$2,632,218.02

¹Shell rent calculation beginning with month 18:

(Firm Term) (b) (4) multiplied by 73,115.64 RSF

(Non Firm Term) (b) (4) per RSF multiplied by 73,115.64 RSF

²The Tenant Improvement Allowance of \$2,628,131.47 is amortized at a rate of (b) (4) percent per annum over (b) (4) years

³Operating Costs rent calculation (b) (4) per RSF multiplied by 73,115.64 RSF

⁴The Real Estate Tax Base for the entire building, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is (b) (4). An amount of (b) (4) is included in the annual rent for taxes. Tax adjustments shall not occur until the tax year following Lease commencement has passed.

⁵Building Specific Amortized Capital (BSAC) of (b) (4) are amortized at a rate of (b) (4) percent per annum over (b) (4) years

⁶Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term

B Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 62,492 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date

D Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate as agreed upon by the parties subsequent to the Lease Award Date

E If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month

F Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM

G Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following.

1 The leasehold interest in the Property described in the paragraph entitled "The Premises"

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease, and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease

H Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside)

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A Saville Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is \$621,486.00 and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only \$223,739.16 of the Commission will be payable to Saville Studley, Inc. with the remaining \$397,746.84, which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable

B Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First full month of Rental Payment after free rent period (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 1st full Month's Rent after free rent period *

Second full month of Rental Payment after free rent period (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 2nd full Month's Rent after free rent period *

Third full month of Rental Payment after free rent period (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 3rd full Month's Rent after free rent period *

Fourth full month of Rental Payment after free rent period (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 4th full Month's Rent after free rent period

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration"

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. Any termination in part must be a minimum of one-half floor increments.

1.06 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease

Document table on the following page

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
LEGAL DESCRIPTION	3	A
FLOOR PLAN(s)	3	B
PARKING PLAN(s)	1	C
AGENCY SPECIFIC/SPECIAL REQUIREMENTS	61	D
SECURITY REQUIREMENTS	6	E
SECURITY UNIT PRICE LIST	2	F
GSA FORM 3517B GENERAL CLAUSES	47	G
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	20	H
SMALL BUSINESS SUBCONTRACTING PLAN	11	I

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$42,065.99 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIA. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of (b) (4) percent.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

A The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to

- 1 Reduce the TI requirements;
- 2 Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph.
- 3 Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	(b) (4) PER ABOA
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	(b) (4)

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is (b) (4). The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of (b) (4) percent.

1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is (b) (4) percent. The Percentage of Occupancy is derived by dividing the total Government Space of 73,115.64 RSF by the total Building space of (b) (4) RSF.

1.14 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base for the entire building, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$4,661,872.92. An amount of \$259,121.61/year (\$4,661,872.92 * 5.55831562%) is included in the annual rent for taxes. Tax adjustments shall not occur until the tax year following Lease Commencement has passed.

1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be (b) (4) per RSF (b) (4) annum)

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by (b) (4) per ABOA SF of Space vacated by the Government on a full floor basis.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- (b) (4) per hour per floor with a 2-hour minimum

1.18 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF of the area receiving the 24-hour HVAC. The cost for 24-hour HVAC is included in the Operating Cost Base.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building Improvements.

No additional Building improvements are required

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 128.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas

- A **Appurtenant Areas.** Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights
- B **Broker.** If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker
- C. **Building.** The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s)
- D **Commission Credit.** If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit
- E **Common Area Factor (CAF).** The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF - 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply
- F **Contract.** Contract and contractor means Lease and Lessor, respectively
- G **Days.** All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise
- H **FAR/GSAR.** All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I **Firm Term/Non-Firm Term.** The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J **Lease Term Commencement Date.** The Lease Term Commencement Date means the date on which the lease term commences.
- K **Lease Award Date.** The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin)
- L **Premises.** The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises
- M **Property.** The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights
- N **Rentable Space or Rentable Square Feet (RSF).** Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- O **Space.** The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space
- P **Office Area.** For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- Q **Working Days.** Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly

delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or, when specifically authorized to do so by the LCO, a tenant agency-approved form. The GSAM clause, 552 270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the Lease Contracting Officer, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. The Government may not, however, abandon personal property or cabling in the Premises upon termination of the Lease.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (SEP 2013)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the Central Contractor Registration (CCR) database, now the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518, Representations and Certifications.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A Purpose This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph

B Definitions. The following definitions apply to the use of the terms within this paragraph

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights)

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property

C Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this

Lease If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 811), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED**

Tax Appeals If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced

B If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy

B The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease, however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever

B Within 5 working days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of

1 A firm commitment of funds in an amount sufficient to perform the work.

2 The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein

3 The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services

C The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied

D Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease

2 Issuance of required permits for construction of the TIs

2.11 RELOCATION ASSISTANCE ACT (APR 2011)

A If the Lessor satisfies the requirements of this Lease by performing new construction on an improved site, and such new construction will result in the displacement of individuals or businesses, the Lessor shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and the implementing regulations at 49 CFR Part 24

B The Lessor shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the Lessor must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (SEP 2013)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at <https://www.acquisition.gov/far/>

- 52 222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52 222-6 Davis-Bacon Act
- 52 222-7 Withholding of Funds
- 52 222-8 Payrolls and Basic Records
- 52 222-9 Apprentices and Trainees
- 52 222-10 Compliance with Copeland Act Requirements
- 52 222-11 Subcontracts (Labor Standards)
- 52 222-12 Contract Termination—Debarment
- 52 222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52 222-14 Disputes Concerning Labor Standards
- 52 222-15 Certification of Eligibility

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2013)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this Lease and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov/cpg>.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet Lease performance standards.

3.04 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2013)

A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.

B. Refer to EPA's environmentally preferable purchasing Web site, www.epa.gov/epp and USDA Bio-Preferred products Web site www.biopreferred.gov. In general, environmentally preferable products and materials do one or more of the following:

1. Contain recycled material, are bio-based, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes.
2. Minimize the consumption of resources, energy, and water.
3. Prevent the creation of solid waste, air pollution, or water pollution.
4. Promote the use of nontoxic substances and avoid toxic materials or processes.

C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

3.05 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the

Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.06 CONSTRUCTION WASTE MANAGEMENT (SEP 2008)

A Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C SUBMITTAL REQUIREMENT Refer to the Green Lease Submittals paragraph of the Lease.

D The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility.

- 1 Ceiling grid and tile
- 2 Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
- 3 Duct work and HVAC equipment
- 4 Wiring and electrical equipment
- 5 Aluminum and/or steel doors and frames
- 6 Hardware
- 7 Drywall
- 8 Steel studs
- 9 Carpet, carpet backing, and carpet padding
- 10 Wood
- 11 Insulation
- 12 Cardboard packaging
- 13 Pallets
- 14 Windows and glazing materials
- 15 All miscellaneous metals (as in steel support frames for filing equipment)
- 16 All other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.07 WOOD PRODUCTS (SEP 2013)

A For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.sfiprograms.org).

B New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at WWW.CITES.ORG/ENG/RESOURCES/SPECIES.HTML.

C Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.08 ADHESIVES AND SEALANTS (AUG 2006)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible volatile organic compounds (VOC) content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.09 BUILDING SHELL REQUIREMENTS (SEP 2013)

A The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.10 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.11 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.12 VESTIBULES (APR 2011)

A Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

3.13 MEANS OF EGRESS (SEP 2013)

A The Premises and any parking garage areas shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the Lease Award Date).

B The Space shall have unrestrictive access to a minimum of two remote exits on each floor of Government occupancy.

C Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.14 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety

D Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation

E Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date)

F "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems

3.15 FIRE ALARM SYSTEM (SEP 2013)

A A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation

C The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date)

D The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station

E If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space

3.16 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year")

B If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease), or
2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease)

C If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government

3.17 ELEVATORS (SEP 2013)

A The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the Lease. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions

B Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D Speed The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person) Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds

E. Interior Finishes Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO

3.18 BUILDING DIRECTORY (APR 2011) INTENTIONALLY DELETED

3.19 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear

3.20 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense

3.21 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply

3.22 CEILINGS (SEP 2013)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required The acoustical ceiling system shall be furnished, installed, and coordinated with TIs

A Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling

C Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs

D Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO.

1 Restrooms Plastered or spackled and taped gypsum board

2 Offices and conference rooms Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain a minimum of 30% recycled content.

3 Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile

3.23 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required This does not include suite entry or interior doors specific to TIs.

B Exterior doors shall be weather tight and shall open outward Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf) Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements Fire door assemblies shall be listed and labeled Labels on fire door assemblies shall be maintained in a legible condition Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives

C Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry

3.24 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor

3.25 WINDOWS (APR 2011)

A Office Space shall have windows in each exterior bay unless waived by the LCO

B All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.26 PARTITIONS: GENERAL (SEP 2013)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO.

3.27 PARTITIONS: PERMANENT (SEP 2013)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

3.28 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

A All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.29 WALL FINISHES – SHELL (JUN 2012)

A. Prior to occupancy, all restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable material from the finished floor to a minimum height of 4'-6" and 2) semi gloss paint on remaining wall areas, or other finish approved by the Government.

B All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.30 PAINTING – SHELL (JUN 2012)

A The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to T1s, then the Lessor shall repaint, at the Lessor's expense, as necessary during T1s.

B The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.31 FLOORS AND FLOOR LOAD (AUG 2011)

A All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.32 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C Any alternate flooring must be pre-approved by the LCO.

D The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.33 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.34 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.35 ELECTRICAL (JUN 2012)

A The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.36 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.37 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.38 DRINKING FOUNTAINS (APR 2011)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.39 RESTROOMS (SEP 2013)

A If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 60% women and 40% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED TOTAL NUMBER OF PEOPLE PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall
6. A disposable toilet seat cover dispenser
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.40 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):

- A Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at <http://www.epa.gov/watersense/>

3.41 JANITOR CLOSETS (JUN 2012)

A Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

B When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.42 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (SEP 2013)

A Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of 75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C Equipment Performance Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D Ductwork Re-use and Cleaning Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 8. Final filters shall have a MERV efficiency of 13.

G Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

3.43 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-807, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.44 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.45 LIGHTING: INTERIOR AND PARKING - SHELL (SEP 2013)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A **INTERIOR FIXTURES:** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B **LIGHTING LEVELS:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C **POWER DENSITY:** Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF. New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. **DAYLIGHTING CONTROLS** If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces

E. **OCCUPANCY/VACANCY SENSORS** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday

F. **BUILDING PERIMETER**

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 5 foot-candles throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 10:1

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass

G. **PARKING STRUCTURES** The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. **PARKING SENSORS** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am

I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building

3.46 **ACOUSTICAL REQUIREMENTS (JUN 2012)**

A. **Reverberation Control** Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85

B. **Ambient Noise Control** Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms, NC 50 in other spaces

C. **Noise Isolation** Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336.

Conference rooms NIC 40
Offices NIC 35

D. **Testing** The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met

3.47 **ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010) INTENTIONALLY DELETED**

3.48 **SECURITY FOR NEW CONSTRUCTION (NOV 2008) INTENTIONALLY DELETED**

3.49 **SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) INTENTIONALLY DELETED**

3.50 **LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED-NC) (SEP 2013) INTENTIONALLY DELETED**

3.51 **LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR COMMERCIAL INTERIORS (LEED-CI) (SEP 2013) INTENTIONALLY DELETED**

3.52 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. HVAC during Construction. If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained,
2. No permanent diffusers are used,
3. No plenum type return air system is employed,
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants, and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).

2. After the 3-day period the Space may be occupied, however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.

3. Any deviation from this ventilation plan must be approved by the LCO.

4. The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a MERV of 13 or better.

5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.

6. Protect stored onsite and installed absorptive materials from moisture damage.

3.53 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2013)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Design Intent Drawing (DID) Workshop. In conjunction with the Government, the Lessor shall commit as part of shell costs to a 2-day DID workshop tentatively scheduled to begin tentatively 10 Working Days after award at the office of the Lessor's architect or an alternate location agreed to by the Government. The architect will provide full design services so that the DIDs can be completed during this conference.

B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space which reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations,
2. Telephone, electrical, and data outlet types and locations,
3. Information necessary for calculation of electrical and HVAC loads,
4. Work related to security requirements, and
5. All finish selections.

C. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease and the client agency build-out requirements as they apply to the Space. The Government will provide formal approval of DIDs in writing 10 Working Days from the conclusion of the DID workshop.

D. The Lessor's preparation and submission of construction documents (CDs). The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 90 Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. The Lessor shall provide complete sets of construction drawings at regular intervals during the construction document phase. The review milestones for this project shall be 35 percent, 65 percent, and Pre-Final construction drawings. The Government shall have 10 Working Days to review each milestone. Each stage shall include a unified set of architectural, mechanical, plumbing, electrical, and security drawings and specifications. Drawings unchanged from the previous submission shall be included in the current submission to ensure that each set is complete. The Lessor shall be required to respond in writing to each written Government comment. Following comment on the Pre-Final set, the Lessor shall have 10 Working Days to provide a 100 percent construction set for use during construction. The 100 percent set shall have incorporated all Government comments at that time. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs. The Government shall have 10 Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal. The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 10 Working Days following the end of the Government CD review period.

~~G. The Lessor's preparation and submission of the BSAC price proposal. The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within XX Working Days following the end of the Government CD review period.~~

H. Negotiation of TI price proposal and issuance of notice to proceed (NTP). The Government shall issue NTP within 5 Working Days following the submission of the TI price proposal, provided that the TI price proposal conforms to the requirements of the paragraph titled "Tenant Improvements Price Proposal" and the parties negotiate a fair and reasonable price for TIs.

~~I. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP). The Government shall issue NTP within XX Working Days following the submission of the TI and BSAC price proposals, provided that both the TI and BSAC price proposals conform to the requirements of the paragraphs titled "Tenant Improvements Price Proposal" and "Building Specific Amortized Capital Price Proposal" and the parties negotiate a fair and reasonable price for TIs.~~

J. Construction of TIs and completion of other required construction work. The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 140 Working Days following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs.

already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2013)

The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

4.04 BUILDING-SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2012) INTENTIONALLY DELETED

4.05 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013)

A Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15.403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

B The TI scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

C In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

D Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat, (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs, and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Masterformat cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

E Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

F The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

G The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.06 GREEN LEASE SUBMITTALS (JUN 2012)

The Lessor shall submit to the LCO:

- A Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs.
- B MSDS or other appropriate documents upon request for products listed in the Lease.
- C Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.
- E Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F Construction waste management plan. Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material,

the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal

- G Building recycling service plan A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs to be reflected on the CD submission
- H A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease
- I A written commissioning plan submitted to the LCO prior to the completion of DIDs that includes
- 1 A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately), and
 - 2 A description of how commissioning requirements will be met and confirmed.
- J ~~At completion of LEED® documentation and receipt of final certification, along with two electronic copies of all supporting documentation for certification on compact disk~~
- K If renewable source power is purchased, documentation within 9 months of occupancy

4.07 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 10 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within 5 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.08 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 7 Working Days. Each report shall include information as to the percentage of the work completed by phase and trade, a statement as to expected completion and occupancy dates, changes introduced into the work, and general remarks on such items as material shortages, strikes, weather, etc., that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 CONSTRUCTION INSPECTIONS (APR 2011)

A The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.

B Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.11 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2013)

A Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report from a licensed fire protection engineer indicating the Space and Building are compliant with all fire protection and life safety-related requirements of this Lease.

D The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.12 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.13 AS-BUILT DRAWINGS (JUN 2012)

Not later than 5 working days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG". Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.14 LIQUIDATED DAMAGES (JUN 2012)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages equal to \$500 per day for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

4.15 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED

4.16 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

- 1 Legal fees
- 2 Travel costs
- 3 Insurance
- 4 Home office overhead and other indirect costs
- 5 Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
- 6 Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out

B At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

- 1 Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process.
- 2 Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts.
3. Conduct and document design and construction project meetings.
- 4 Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing.
- 5 Maintain Request for Information (RFI), submittal, and change order logs; and
- 6 Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries)

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (SEP 2013)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated as TIs within this section, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (JUN 2012)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.03 WINDOW COVERINGS (JUN 2012)

A Window Blinds All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B Draperies

1 If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply.

a Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.

b Construction Any draperies to be newly installed shall be made as follows:

- i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
- ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
- iii. Doubled side hems of 1-1/2 inches, 4-inch doubled and blind stitched bottom hems;
- iv. Three-fold pinch pleats;
- v. Safety stitched intermediate seams;
- vi. Matched patterns;
- vii. Tacked corners, and;
- viii. No raw edges or exposed seams.

c Use of existing draperies must be approved by the Government.

5.04 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against

unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.08 PARTITIONS: SUBDIVIDING (SEP 2013)

A Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.09 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.10 PAINTING - TI (SEP 2013)

A Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:

1. Topcoat paints. Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
2. All other architectural coatings, primers, and undercoats. South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per liter (g/L)
 - b. Non-flats: 150 g/L
4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates. 250 g/L.
5. Clear wood finishes:
 - a. Varnish: 350 g/L
 - b. Lacquer: 550 g/L
6. Floor coatings: 100 g/L.
7. Sealers:
 - a. Waterproofing sealers: 250 g/L
 - b. Sanding sealers: 275 g/L
 - c. All other sealers: 200 g/L
8. Shellacs:
 - a. Clear: 730 g/L
 - b. Pigmented: 550 g/L
9. Stains: 250 g/L.

C Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.11 FLOOR COVERINGS AND PERIMETERS (SEP 2013)

A Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B The use of existing carpet may be approved by the Government, however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C Any alternate flooring shall be pre-approved by the Government.

D SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1 Product sustainability and environmental requirements In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.

2 Recycled content Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials.

3 Low emitting materials The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.

4 Face fiber content Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF), cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

5. Performance requirements for broadloom and modular tile

a Static Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option)

b Flammability Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.

c Flooring Radiant Panel Test Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

d Smoke Density NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662

NOTE Testing must be performed in a NVLAP accredited laboratory.

6 Texture Appearance Retention Rating (TARR) Carpet must meet TARR ratings specified below.

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7 Carpet reclamation Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

8 Warranty Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.12 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.13 ELECTRICAL: DISTRIBUTION (JUN 2012)

A All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuted separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the Tis. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.16 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.18 LIGHTING: INTERIOR AND PARKING - TI (SEP 2013)

A. **FIXTURES** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking - Shell". Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B **PENDANT STYLE FIXTURES** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C **MIXED FIXTURES** DIDs may require a mixed use of recessed or pendant style fixtures in the Space.

D **BUILDING PERIMETER** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A The Government's normal hours of operations are established as 8:00 AM to 6:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2014) INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (JUN 2012)

Upon request from the Lease Contracting Officer or Contracting Officer's Representative, the Lessor shall provide regular quarterly reports of the amount of all utilities consumed at the Building in monthly detail for the duration of the Lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility. For example, electricity consumption shall indicate if it includes heating or air conditioning, and if so, whether just diffusers or diffusers and heating are included in electricity consumption.

6.05 HEATING AND AIR CONDITIONING (SEP 2013)

A In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F Normal HVAC systems' maintenance shall not disrupt tenant operations.

6.06 OVERTIME HVAC USAGE (JUN 2012)

A If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A Daily Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B Three times a week Sweep or vacuum stairs.

C Weekly Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D Every two weeks Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E Monthly Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F Every two months Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G Three times a year Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H Twice a year Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I Annually Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, arcways, and flat roofs.

J Every two years Shampoo carpets in all offices and other non-public areas.

K Every five years Dry clean or wash (as appropriate) all draperies.

L As required Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M Pest control Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (APR 2011)

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

A Use products that are packaged ecologically,

B Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable, and

C Minimize the use of harsh chemicals and the release of irritating fumes.

NOTE: Examples of acceptable products may be found at www.gsa.gov/p2products

6.09 SELECTION OF PAPER PRODUCTS (JUN 2012)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) with recycled content conforming to EPA's CPG.

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5.00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In

addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (SEP 2013)

A Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

- 1 Lessor shall repaint common areas at least every three years.
- 2 Lessor shall perform cyclical repainting of the Space every 7 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B Carpet and flooring.

- 1 Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when

- a Backing or underlayment is exposed,
- b There are noticeable variations in surface color or texture,
- c It has curls, upturned edges, or other noticeable variations in texture,
- d Tiles are loose, or,
- e Tears or tripping hazards are present.

2 Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space every 7 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3 Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (SEP 2013)

A The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased space throughout the term of the lease.

C Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring

routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

1 **MANUAL PROCESS** The Lessor shall provide Form FD 258 Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.

2 **ELECTRONIC PROCESS** The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP). The contractor/personnel will have up to (7) seven business days to login and complete the e-QIP for the background investigation. The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:

- a) How to Log In
- b) How to Answer and Create New Golden Questions
- c) What Additional Documents to Send
- d) To Print and Sign two Signature Forms (Certification That My Answers Are True)
- e) To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process
- f) Where to Send.

The Lessor must ensure prompt input, and timely receipt of the following from their contractor/personnel:

- a) Two FBI Fingerprint Cards (Form FD-258) or one card produced by a liveness device,
- b) Certification That My Answers Are True
- c) Authorization for Release of Information

D The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation to ensure the completion of the investigation.

E Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

F Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every employee covered by this paragraph on a 5 year basis.

G The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (JUN 2012)

A Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides,
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates, and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

C If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

A For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance

C When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 ~~SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)~~ INTENTIONALLY DELETED

6.22 INDOOR AIR QUALITY (SEP 2013)

A The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample), CO₂ 1,000 ppm (TWA), HCHO 0.1 ppm (TWA).

B The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

- 1 Making available information on Building operations and Lessor activities,
- 2 Providing access to Space for assessment and testing, if required, and
- 3 Implementing corrective measures required by the LCO.

E The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

- 1 The Space;
- 2 Common Building areas,
- 3 Ventilation systems and zones serving the Space, and
- 4 The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.23 RADON IN AIR (SEP 2013)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 pCi/L for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to <http://www.epa.gov/radon/zonemap.html>

6.24 ~~RADON IN AIR (SEP 2013)~~ INTENTIONALLY DELETED

6.25 ~~RADON IN WATER (JUN 2013)~~ INTENTIONALLY DELETED

6.26 HAZARDOUS MATERIALS (SEP 2013)

A The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building

6.27 MOLD (SEP 2013)

A Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air

B The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators)

C At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall, (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant (the Inspector) who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the Space for the presence of actionable mold or mold indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the Report) to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of actionable mold or indicators in the leased Space.

D The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

E If the Report indicates that actionable mold or indicators are present in the leased Space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: (1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the Plan) and within 90 days after the Government's approval of the Plan, remediate the actionable mold or the indicators in the leased Space, but prior to commencing such remediation, Lessor shall send the Government a notice stating (i) the date on which the actionable mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased Space shall be subject to the remediation, and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation, and (2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased Space of the nature, location and schedule for the planned remediation and reasons therefore.

F The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.

G The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

H If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

6.28 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.29 FLAG DISPLAY (SEP 2013)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY STANDARDS (JUN 2012)

The Lessor agrees to the requirements of Security Level II attached to this Lease.

7.02 ADDITIONAL TERMS AND CONDITIONS

The following sections of this Lease have been changed or deleted

- 1 05 TERMINATION RIGHTS (AUG 2011) – This section has been changed
- 1 06 RENEWAL RIGHTS (SEP 2013) – This section is not applicable
- 1 12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) – This section is not applicable.
- 1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013) – This section has been changed
- 1 18 24-HOUR HVAC REQUIREMENT (APR 2011) – This section has been changed
- 2 04 WAIVER OF RESTORATION (APR 2011) – This section has been changed.
- 3.18 BUILDING DIRECTORY (APR 2011) – This section is not applicable
- 3 36 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) – This section is not applicable
- 3 47 ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010) – This section is not applicable
- 3 48 SECURITY FOR NEW CONSTRUCTION (NOV 2005) – This section is not applicable
- 3 48 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) – This section is not applicable
- 3 50 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED-NC) (SEP 2013) – This section is not applicable
- 3 51 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR COMMERCIAL INTERIORS (LEED-CI) (SEP 2013) – This section is not applicable
- 4 01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2013) – Paragraph D has been changed Paragraphs G and I are not applicable
- 4 04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2012) – This section is not applicable
- 4 06 GREEN LEASE SUBMITTALS (JUN 2012) – Paragraph J is not applicable
- 4.15 SEISMIC RETROFIT (SEP 2013) – This section is not applicable.
- 6 03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011) – This section is not applicable
- 6 21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013) – This section is not applicable
- 6 24 RADON IN AIR (SEP 2013) – This section is not applicable
- 6 25 RADON IN WATER (JUN 2012) – This section is not applicable.

EXHIBIT A

DESCRIPTION OF LAND

1801 and 1847 California Street, Crty and County of Denver, State of Colorado

Tax ID Numbers: Parcel A, B, C: 02345-13-031-000 and 02345-13-032-000 Parcel D: 02345-13-030-030

PARCEL A:

A PARCEL OF LAND BEING ALL OF LOTS 10 TO 23 AND A PORTION OF LOTS 7 TO 9, 24, 25 AND 26, AND A PORTION OF ADJACENT VACATED ALLEY, ALL IN BLOCK 142, EAST DENVER, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 1, PAGE 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE MOST EASTERLY CORNER OF SAID BLOCK 142;
THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 142, A
DISTANCE OF 192.91 FEET TO THE TRUE POINT OF BEGINNING;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00" FROM PREVIOUSLY
MENTIONED COURSE, A DISTANCE OF 0.59 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 45°00'00", A DISTANCE OF 13.46 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 22.05 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 45°00'00", A DISTANCE OF 14.95 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 37.45 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 45°00'00", A DISTANCE OF 2.23 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 45°00'00", A DISTANCE OF 31.36 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 45°00'00", A DISTANCE OF 2.12 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 45°00'00", A DISTANCE OF 78.13 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 1.00 FOOT;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 3.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 1.00 FOOT;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 20.95 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 1.00 FOOT;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 3.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 1.00 FOOT;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 19.42 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 1.00 FOOT;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 3.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 45°00'00", A DISTANCE OF 27.11 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 1.00 FOOT;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 2.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 1.00 FOOT;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 19.60 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 9.16 FEET;
THENCE ON A DEFLECTION ANGLE TO THE OF 45°00'00", A DISTANCE OF 0.50 FEET TO A
POINT ON THE NORTHWESTERLY LINE OF SAID BLOCK 142;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", ALONG SAID NORTHWESTERLY
LINE, A DISTANCE OF 200.53 FEET TO THE WESTERLY CORNER OF SAID BLOCK 142;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'17", ALONG THE SOUTHWESTERLY
LINE OF SAID BLOCK 142, A DISTANCE OF 266.50 FEET TO THE SOUTHERLY CORNER OF SAID
BLOCK 142;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 89°59'43", ALONG SAID SOUTHEASTERLY
LINE OF BLOCK 142, A DISTANCE OF 208.37 FEET TO THE TRUE POINT OF BEGINNING;**

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

A PORTION OF LOTS 25 AND 26, BLOCK 142, EAST DENVER, THE PLAT WHICH IS RECORDED IN PLAT BOOK 1, PAGE 1, LYING BELOW DENVER DATUM ELEVATION 60.3, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE MOST EASTERLY CORNER OF SAID BLOCK 142;
THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 142, A
DISTANCE OF 192.91 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 0.59 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 45°00'00", A DISTANCE OF 13.46 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 22.05 FEET
TO THE TRUE POINT OF BEGINNING;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", FROM PREVIOUSLY
MENTIONED COURSE, A DISTANCE OF 10.75 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 45°00'00", A DISTANCE OF 7.35 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 7.60 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 14.95 FEET TO
THE TRUE POINT OF BEGINNING;**

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

A PORTION OF LOTS 7 AND 8, BLOCK 142, EAST DENVER, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 1, PAGE 1, LYING BELOW DENVER DATUM ELEVATION 46.8, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE MOST EASTERLY CORNER OF SAID BLOCK 142;
THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 142, A
DISTANCE OF 192.91 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 0.59 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 45°00'00", A DISTANCE OF 13.46 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 22.05 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 45°00'00", A DISTANCE OF 14.95 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 37.45 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 45°00'00", A DISTANCE OF 2.23 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 45°00'00", A DISTANCE OF 31.36 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 45°00'00", A DISTANCE OF 2.12 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 45°00'00", A DISTANCE OF 56.46 FEET
TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE PREVIOUSLY MENTIONED COURSE, A DISTANCE OF 21.67
FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 2.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 3.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 2.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 20.95 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 2.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 3.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 2.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 19.42 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 2.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 3.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 3.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 45°00'00", A DISTANCE OF 23.81 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 135°00'00", A DISTANCE OF 31.34 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 12.67 FEET;**

EXHIBIT A - PAGE 2

10471053W-6

Lease No. GS-08P-LCO14891

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<i>[Signature]</i>	<i>[Signature]</i>

THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 45°00'00", A DISTANCE OF 13.20 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.47 FEET;
THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 45°00'00", A DISTANCE OF 7.46 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 62.00 FEET;
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 15.50 FEET
TO THE TRUE POINT OF BEGINNING.

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL D:

UNIT II, BLOCK 142, MARRIOTT PARKING GARAGE, ACCORDING TO THE CONDOMINIUM
DECLARATION RECORDED DECEMBER 23, 1981 IN BOOK 2504 AT PAGE 275 AND THE
CONDOMINIUM MAP RECORDED DECEMBER 23, 1981 IN MAP BOOK 20 AT PAGE 56 IN THE
RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, STATE OF
COLORADO.

PARCEL E:

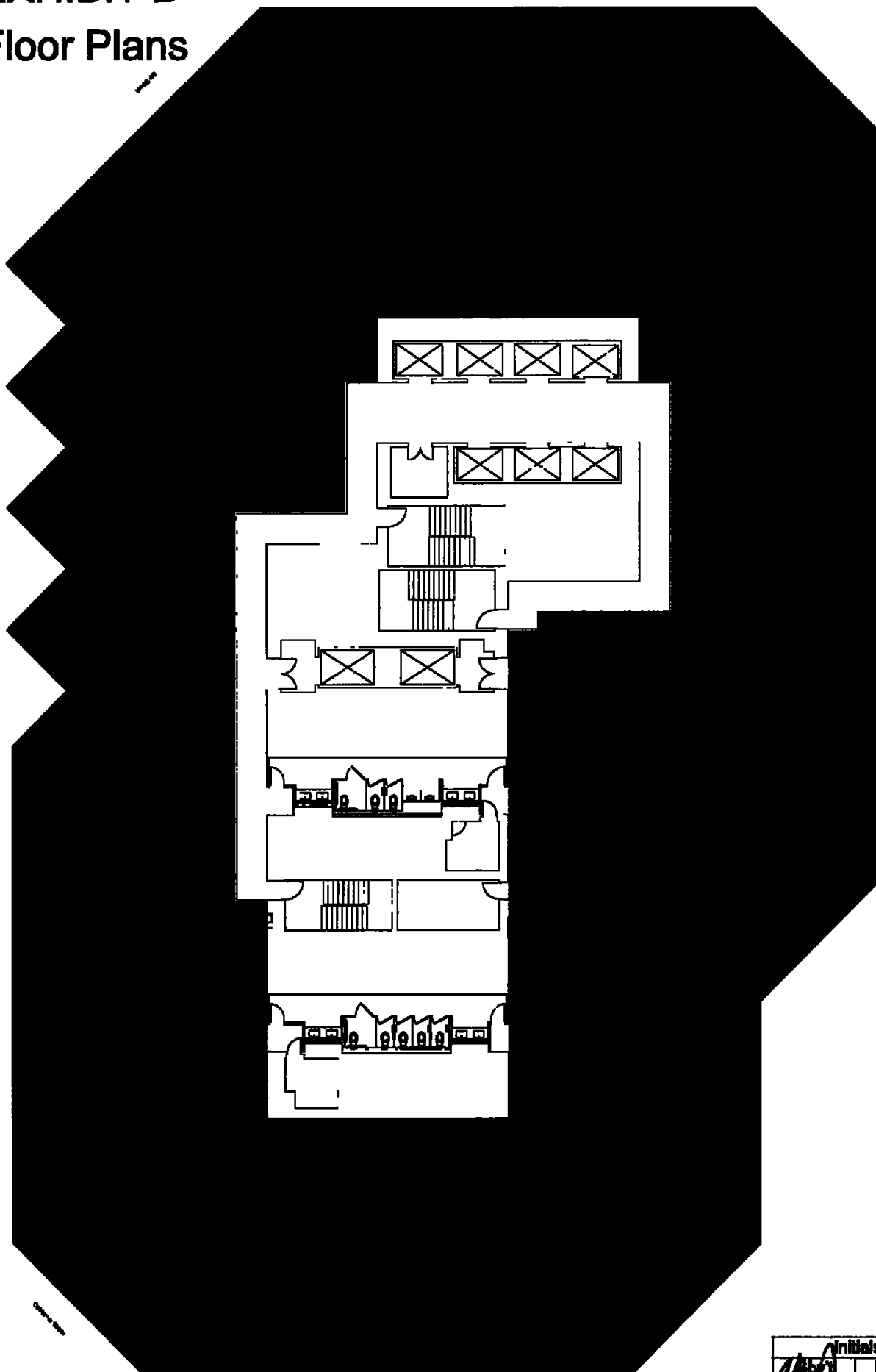
THE BENEFICIAL INTEREST GRANTED BY REVOCABLE PERMITS OR LICENSES ALL WITHIN THE
AREAS PERMITTED BY ORDINANCE NO. 120, SERIES OF 1981, OF THE CITY AND COUNTY OF
DENVER, RECORDED JULY 13, 1981 IN BOOK 2409 AT PAGE 634, BY ORDINANCE NO. 421,
SERIES OF 1980, OF THE CITY AND COUNTY OF DENVER, RECORDED DECEMBER 23, 1981, IN
BOOK 2504 AT PAGE 228, AND BY ORDINANCE NO. 484, SERIES OF 1981, OF THE CITY AND
COUNTY OF DENVER, RECORDED DECEMBER 23, 1981, IN BOOK 2504 AT PAGE 226, ALL IN
THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, STATE
OF COLORADO.

PARCEL F:

THE EASEMENTS AND RIGHTS APPURTENANT TO THE BENEFITING PARCELS A, B AND C, AND
THE EASEMENTS AND RIGHTS APPURTENANT TO THE BENEFITING PARCEL D, AS GRANTED BY
EASEMENT AND COMMON WALL AGREEMENT RECORDED DECEMBER 23, 1981 IN BOOK 2504
AT PAGE 258 AND RE-RECORDED DECEMBER 29, 1981 IN BOOK 2506 AT PAGE 191 AND AS
AMENDED BY INSTRUMENT RECORDED MAY 25, 1982 IN BOOK 2589 AT PAGE 491 IN THE
RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, STATE OF
COLORADO.

EXHIBIT B Floor Plans

1801 CALIFORNIA
FLOOR 15



Initials	
	
	Lessor

Brookfield

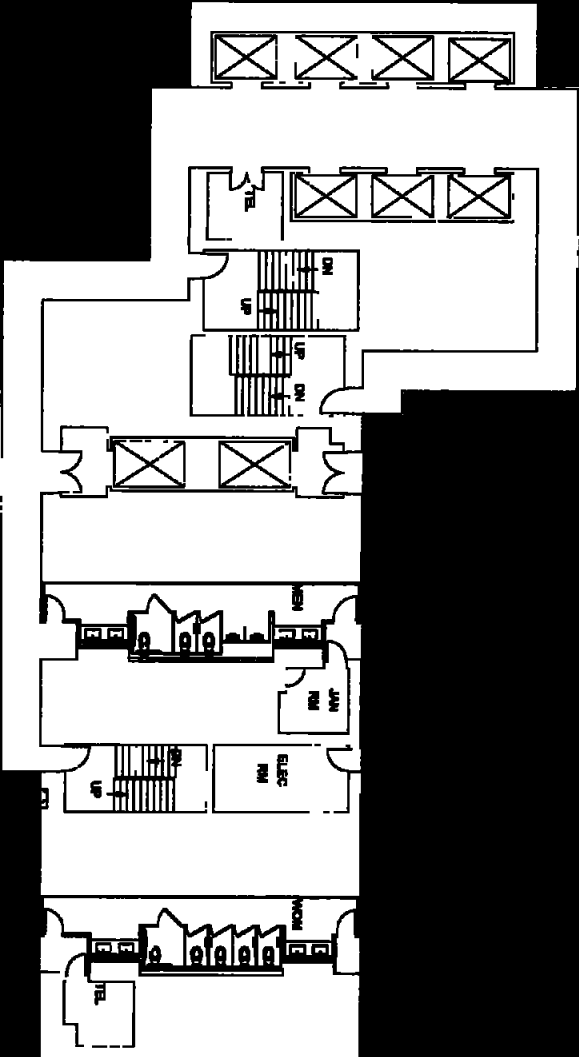
1801 CALIFORNIA FLOOR 16

Brookfield

STOUT STREET

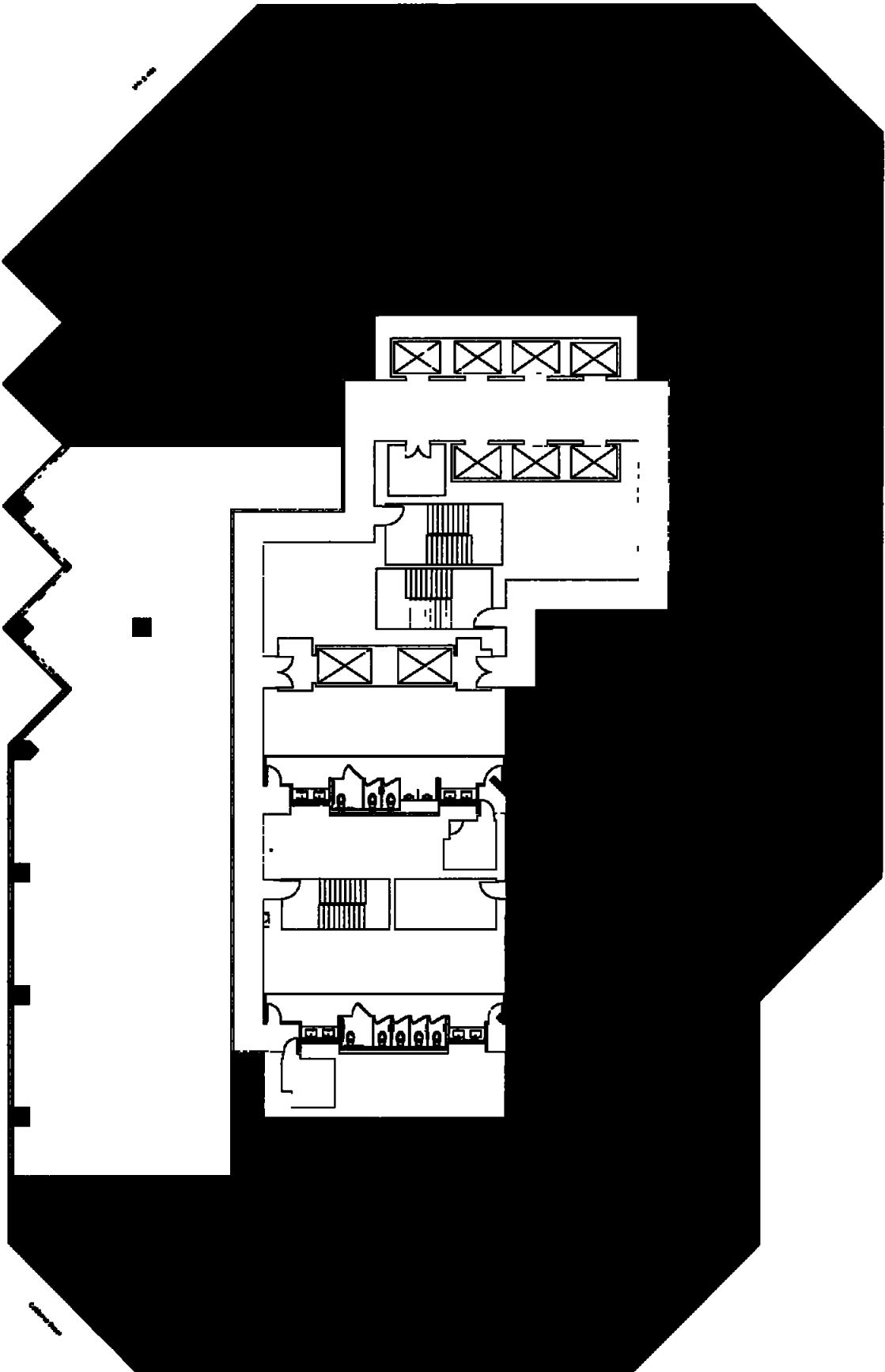
1801 CALIFORNIA STREET

CALIFORNIA STREET



	Initials Lessor
--	--------------------

1801 CALIFORNIA FLOOR 17



Initials	
<i>[Signature]</i>	Lessee
<i>[Signature]</i>	Lessor

US Attorneys Parking Spaces



Exhibit D

United States Attorney's Office

Design Guide

Revised October 18, 2012

Table of Contents:

Introduction - Guiding Policies and Principles

Chapter I - Structural Guidelines

Chapter II - Architectural Finish Guidelines

Chapter III - Individual Office Guidelines

Chapter IV - Physical Security Guidelines

Chapter V - Cabling Addendum

Introduction - Guiding Policies and Principles

GSA's New Pricing Policy For Space And Space-Related Services

Effective October 14, 1996, the General Services Administration (GSA) implemented significant changes in the way it leases space and also in the way it bills its customer agencies for space and space-related services.

All space actions are memorialized in an Occupancy Agreement (OA). The OA is a document that serves to record the mutual understanding between GSA and the customer agency as to financial terms, space build out, contractual conditions, terms, obligations, and timing of the occupancy. It represents the GSA/Customer agreement for a specific housing need.

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For new assignments, the OA begins as a draft and is updated as information develops, with formal signing taking place just prior to the award of the lease or assignment of other GSA owned/controlled space. In essence, it starts as an estimate of the cost of the services, and ends as a projection of the actual cost. Some items at the time of the OA signing may remain estimates, and may have to be adjusted at a later date. The OA is a tool for estimating the cost of space to be delivered, for recording the space and services needed, and for tracking the refinement of estimates until the final cost becomes the amount that will be billed to the customer.

The principle subjects to be addressed in the OA are listed below and should reflect the conditions and terms of the lease or agreement between GSA and the customer agency:

- square footage
- base rental and term
- tenant allowances (general and customization) and amortization period
- lump sum payment(s)
- tax and operating expense escalation and frequency
- space classification(s) - general use, parking, warehouse, unique
- extra or reduced services
- move costs
- security
- joint use space
- GSA fees
- forced move entitlements and/or existence (or lack) of right to renew occupancy
- cancellation (designation of "non-cancelable," if applicable. "Non-cancelable space" was formerly known as "agency unique space")

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- any special circumstances associated with the occupancy, such as environmental responsibilities, unusual use restrictions, or agreements with local authorities termination rights and liabilities of both parties.

The OA will be signed by GSA and the authorized Executive Office for United States Attorneys (EOUSA) / Facilities and Support Services (FASS) representative.

Space pricing will be recorded in the OA. Leased space will be priced as a "market pass through" of the contract rent plus benchmarked GSA fees, for a specific term at a level (or stepped) rent for the term. The GSA fees and service costs will be expressed as a percentage of the total contract value, or as a cost per square foot. GSA's benchmarked fees for lease acquisitions will cover a full range of services, from requirements development through occupancy.

There are four official GSA space classifications:

General Use: general office space and all other (Courthouses, laboratories, computer centers, etc.) with the exception of those defined below. United States Attorney's office (USAO) space assignments will fall under the General Use classification.



Warehouse: whole building only (General guideline: If 70 percent of the building is warehouse the entire building is classified as such).

Parking: by parking space, instead of by square feet.

Unique: Space that is truly "one-of-a-type" space that does not have a market comparable, such as border stations.

Tenant Allowances


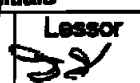
The GSA billing method utilizes a tenant construction allowance mechanism to replace the old space classification system. This method creates two tenant allowances, one for general standard build out and one for customization. Like all agencies, the USAO

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receives a specific tenant allowance based on an historical analysis of USAO space alteration costs and should be sufficient to cover typical USAO Field Office alterations. The tenant general allowance is a dollar amount per square foot set to cover the cost of typical ratios of normal office space finish components, such as doors, partitions, carpeting, ceiling tile, electrical and telecommunication outlets. It is set nationally, adjusted annually, and indexed to local construction costs. The tenant customization allowance is also a dollar amount per square foot set nationally and adjusted annually, and also indexed to local construction costs. The purpose of this allowance is to cover special items, preparation, or finishes which would result in special space classifications under the previous system. GSA will amortize the allowance over the firm term of the OA.

The general allowance and the customization allowance are treated as a single budget for agencies moving into space. Although they are developed separately, agencies have complete freedom to use the sum of the two allowances in the manner that best meets their mission needs. If a customer is anticipating build out which would exceed the combined general and customization tenant allowances, the customer may choose to reduce the scope of work or pay lump sum for the amount over the combined allowances (above allowance is similar to the old "above standard").

These allowances apply only to the General Use classification (see above). There will be only one build out allowance for warehouse space, set considerably lower than the allowance for general purpose space. Parking spaces will be categorized as either "structured" (inside) or "surface" (outside). Rates will be quoted on a per-parking-space basis, rather than per-square-foot, in order to mirror current industry practice.

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Chapter I - Desired Structural Requirements

Column Spacing

The minimum spacing between structural columns in a building should be 20 feet on center.

Circulation

A minimum of 20% of the overall requested office space should be used as a circulation factor to provide adequate circulation space and flexibility of layout. This amount of office space will be included in the total requested USAO office space.

Structural Reinforcement of Floor

The library, file rooms with mobile filing or "times two" filing systems, and/or safes may require additional structural reinforcement in the floor. For these areas, estimate a minimum floor load of 150 pounds per square foot. During the space planning stage, a GSA structural engineer will determine the acceptable structural load for the building, and advise if reinforcement is necessary. Stacking plans should also be produced to determine if floor loads can be reduced. Due to the high costs involved, plans should be developed so as to eliminate the need for structural reinforcement, or to keep it to an absolute minimum.

Windowed Office Space

The United States Attorney, all Assistant United States Attorneys, and supervisory personnel should be provided a private office with windows. Unless waived by the Government, each office specified herein shall have exterior unobstructed building window(s), which provides day lighting sufficient for the work environment and views of outdoor space open to and used by the general public (for example, views shall not mostly and directly be of indoor or outdoor space, such as alleyways, atriums, courtyards

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or parking, that are interior to the building for the offered Space).

Public Bathrooms

When the USAO occupies an entire floor of a building, they should be given the option of enclosing the public bathrooms on that floor within their secure perimeter. If this is not possible, the USAO should be able to control access to the public restrooms by installing a lock or an SPS specified access device on the bathroom doors. Bathrooms will not be constructed within USAO space where these two options are not possible.

Showers

EOUSA will provide separate men's and women's locker rooms with shower areas for the USAO as needed in new offices or new expansion offices. When the USAO is moving into office space where showers exist, they may be retained if they do not interfere with the design of an efficient office layout. Existing space will not be retrofitted to achieve this element. In buildings where there is a government joint-use fitness area, or where one is being planned, EOUSA may contribute funds so that USAO personnel may use the facility.

Fire Stairs

When building fire stairs are located within the USAO secured perimeter, a locking device will be specified by the Security Programs Staff to prevent access to USAO space from the stair. When fire stairs which require public access are located within the USAO secured perimeter, GSA will work with the Security Programs Staff to formulate a fire egress plan that will minimize public access to USAO space. Fire stairs requiring public access should be located outside of USAO space if at all possible – if this is not possible, the proposed space may be determined to be unacceptable for USAO occupancy.

Loading Dock and Freight Elevator

A loading dock and freight elevator are required for all space assignments with USAO access. In a situation where the freight elevator opens within the USAO secured perimeter, the elevator should be programmed in such a way that it will not stop on the USAO's floor without prior arrangements with the USAO. Freight elevators should not open into USAO space directly from the cab - there should be a vestibule which can be provided with access control devices specified by the Security Programs Staff.

Overtime Utilities

The USAO will have access to overtime HVAC services for use when personnel are to be in the space after normal business hours or on weekends. These services will be funded by EOUSA/FASS through a Reimbursable Work Authorization to GSA.

Cleaning of office spaces will be accomplished during normal office working hours.



Personnel performing cleaning services will be employed with a licensed company. The employing company will ensure that the employee is bonded, has been fingerprinted, and a local agency check for a criminal record is complete.

Telephone System and Cabling

The USAO Telephone Room must be located within USAO controlled space. There should be an uninterrupted path from where telephone cabling enters the building to the USAO Telephone Room. The telephone cabling must be in sealed conduit wherever it passes (vertically or horizontally) through non-USAO controlled space. This conduit is for the exclusive use of the U.S. Attorney's office and may not be shared with other organizations.

Telephone cabling is not to be dropped off to a shared frame room and then brought into USAO space.

No horizontal cabling may pass through public space or space not under direct control of the USAO unless it is in sealed conduit. Telephone cabling is not to be installed under the floor (as part of a raised floor system) without prior approval from EOUSA.

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Access to the Telephone Room must be controlled by the USAO only.

EOUSA typically require the telephone room and computer (ADP) room to be combined into a single room. Final decisions on telephone cabling and the telephone system are to be made in consultation with the Telecommunications, Technology and Development Staff, EOUSA.

Computer Room and Cabling

The Computer (ADP) Room must be located in USAO controlled space. It must be located in non-windowed space, and as close to the physical center of the office as possible to minimize and centralize network equipment and cabling. No horizontal cabling may pass through public space or space not under direct control of the USAO unless it is in sealed conduit.

The Computer Room must be tied into the building fire alarm system. Access to the Computer Room must be controlled by the USAO only.

Final decisions on computer cabling and the computer system are to be made by the Office Automation Staff, EOUSA. Computer cabling is not to be installed under the floor (as part of a raised floor system) without prior approval from EOUSA.

For an office that will occupy multiple floors, it is strongly recommended that the computer room be located on a floor midway among all occupied floors. This will allow for a more centralized cable configuration.

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Chapter II - Architectural Finish Requirements

EOUSA Standard Office Build Out

Private offices and open office areas are to be provided with the "EOUSA standard office build out," unless otherwise noted in the Individual Office Standards section. The standard office build out is normally considered:

- ceiling height gypsum board partitions
- carpet with factory bonded padding (minimum carpet face weight of 28 ounces per square yard, color and pattern to be chosen by the USAO)
- One prime coat & one finish coat semi-gloss paint (color to be chosen by USAO)
- building standard window treatment (usually mini-blinds)
- stained solid core wooden door with standard six-pin, paracentric, GSA-FSS Type 161 lockset which meets Federal Specification FF-H-001066 and is ADA compatible
- vinyl wall base (color to complement carpeting)
- standard fluorescent lighting
- suspended acoustical ceiling (8' height minimum)

These standards may vary depending upon the location of the USAO and specific building standards.

Partitions

Demising walls - demising walls shall be slab to slab construction, with 5/8" fire resistant plywood securely anchored to the studs and contained on the threat side of the finished partition. In Federal Building, Post Office, and Courthouse locations, plywood is not required, but the partition shall be slab to slab. Partitions to be taped, bedded, and

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finished to a smooth wall texture, painted with one prime coat and one finish coat, and attached to metal studs and top and bottom tracks. These partitions require additional sound attenuation material to be provided in the partition to bring the STC level of the partition up to 45.

Sound Transmission Class (STC) - some partitions identified in the "Individual Office Standards" require a minimum STC rating of 45. The walls are to be slab to slab construction, with batt insulation provided in the finished partition. Partitions to be taped, bedded, and finished to a smooth wall texture, painted with one prime coat and one finish coat, and attached to metal studs and top and bottom tracks. Ductwork should not compromise the STC rating, and wall outlets should not be placed back to back in order to avoid sound transmission through the wall.

Ballistic Material and Devices - in areas identified to receive ballistic material, UL752, Level 3 rated ballistic wall paneling to be mounted slab to slab (within finished partitions) is to be provided. Partition to be taped, bedded, and finished to a smooth wall texture, painted with one prime coat and one finish coat, and attached to metal studs and top and bottom tracks. In the Reception Areas, a UL752, Level 3 rated ballistic transaction window with built-in natural voice communication system, brushed stainless steel frame, and Corian parcel counter with molded deal tray is to be provided. The window should be of sufficient height and width to ensure an unencumbered view of the entire waiting area, typically 4' high X 6' wide. Also provide a minimum 12" wide x 12" high ballistic package pass-through contained in the wall.

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Floor Covering

Carpet Padding - carpet padding is to be provided under all USAO carpeted surfaces.

Padding to be factory bonded to carpet, non-plasticized, micro cellular backing, with a face weight of 16 ounces per square yard, a density of 14 lbs. per cubic foot, and a thickness of .100 inches (such as Dow Plastics "Enhancer," Classification II (Heavy Use))

EOUSA Standard Carpeting - to be of tufted construction, combination cut pile / loop texture, made of 100% DuPont Antron Legacy BCF Nylon with DuraTech (or equivalent), static controlled and soil resistant fiber. Yarn to be 2-ply with a face weight of 28 ounces per square yard, with a 10-year warranty on wear and factory bonded padding. Color is to be chosen by the USAO.

Vinyl and Static Resistant Vinyl Tile - storage and utility areas should be provided with vinyl tile flooring. ADP room is to be provided with static resistant vinyl tile flooring. Color and pattern for both are to be chosen by the USAO.

Carpet Tile - carpet tile is not preferred in USAO space unless there is an existing under-floor raceway/trough system which must be accessible. If carpet tile is to be used, the tiles must have integral padding. Color and pattern are to be chosen by the USAO.

Window Treatment

Building Standard - building standard window treatment is usually mini-blinds or vertical blinds.

Drapery - drapery should be sheer panels with fabric side panels, and be floor length unless otherwise specified. Color to be chosen by the USAO.

Security - there are no specific requirements for glazing unless applied to buildings associated with high threat. Buildings that are located in a high-threat geographic area or collocated with other high threat facilities may require windows that are:

- laminated annealed glass (preferred), or
- heavy acrylic (for skylights), or
- monolithic (annealed or tempered) with security safety shatter resistant window film that is applied from edge to edge of the glass, or is anchored by additional stiles if applied to the exterior surface of the glass.

EOUSA FASS and SPS will make recommendations regarding security related window treatments on a case by case basis in conjunction with GSA and the USAO.

Doors

Office Perimeter - office perimeter doors should be UL Class B fire rated solid wood core or metal clad doors with no vents or windows. Doors will have reverse door swing so that they open outward.

Ballistic - ballistic doors should be UL 752, Level 3 rated, solid wood, veneered, single/double doors with frame, a continuous roton hinge, and an in-frame mounted balanced magnetic sensor. Door will need to be supplied with a mechanical door closer and locking hardware, and a rim-mounted, emergency exit device with dual Medeco high security latchbolt locking cores. Door to be prepped in the factory for door hardware to be specified by EOUSA/FASS during project design phase. Refer to EOUSA Master Specification for specific hardware details.

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Standard Office - standard interior office doors are to be solid core, stained wooden doors. Each door is to have a standard, ADA-11 compatible office lockset and locking hardware, described below.

Above Standard Office - in offices which require partitions with an STC 45 rating or with fire rated plywood mounted in the walls, the door is to be a solid core, stained wooden door.

Standard Hardware - interior office doors will follow the GSA door lock schedule. Lockset to be a standard six-pin, paracentric, GSA-FSS Type 161 lockset which meets Federal Specification FF-H-001066 and is ADA 11 - compatible. All locks are to be off of the building master. The Grand Master keys are to be supplied to the Administrative Officer directly from the manufacturer.

Security - some doors will be specified to receive specialized security hardware. This hardware is to be specified by EOUSA/FASS during the design phase of the project, in conjunction with the security system requirements developed by the EOUSA Security and Emergency Management Staff.

Transoms - if existing transoms cannot be removed, they must be able to be locked and alarmed to prevent intrusion.

Perimeter Doors With Windows/Vents - if existing windows and/or vents cannot be removed, they should be alarmed to prevent intrusion. Reflective film should be applied to the interior of the windows to prevent visual access into the USAO space.

Millwork

Chair Rail - to be placed with top of rail at 1" below top of window sill (in rooms with no windows or windows which extend lower than 36" above the finished floor, top of rail should be 36" above the finished floor). Chair rail to be 4" wide by 1" thick, made of hardwood and stained to match the office doors.

Base Boards

Vinyl Base Board - to be 4" high by .085" thick, unless otherwise specified. Color to complement the carpeting and chosen by the USAO

Wood Base Board - to be 4" high by 3/4" thick, made of hardwood and stained to match the office doors

Wainscot is not permitted anywhere within the USAO.

Built-In Casework

Copy Room Counter - to be plastic laminate on 3/4" particle board, 15" deep. Shelves to be adjustable, supported on slotted, wall mounted standards. Counter and cabinets to be plastic laminate on fire retardant wood and plywood framing. Provide fire retardant wood blocking as required to reinforce partition where shelf standard and counter are mounted.

Break Room Counter - to have an 18" x 24" Americans With Disabilities Act (ADA) accessible stainless steel sink with water supply and waste line mounted in a finished wooden kitchen sink base cabinet; garbage disposal (incl. electrical connection and switch); 6 linear feet (including sink base) of base cabinets with matching wall cabinets, except above sink base; base cabinets to have 6 linear feet of plastic laminate counter top with integral splash block. Space and electrical requirements should be provided to

accommodate a microwave and/or a refrigerator Installation of dishwashers will not be approved.

Coffee Nook - to have an 14" x 14" American With Disabilities Act (ADA) accessible stainless steel sink with water supply and waste line mounted in a finished wooden kitchen sink base cabinet; 4 to 6 linear feet (including sink base) of base cabinets. Base cabinets to have 4 to 6 linear feet of plastic laminate counter top with integral splash block.

Electrical Requirements

Standard Office Electrical Requirement - each "standard office" should be provided with a minimum of one 20amp/110-120 volt, general purpose, dedicated, color coded duplex electrical outlet on one wall (for computers and printers). This outlet should be connected to a clean ground dedicated circuit, with a maximum of four such outlets per clean ground circuit. One 20 amp/110 volt, NEMA 5-20R, three wire, single phase duplex electrical outlet should be provided on the remaining walls. The local Administrative Officer may determine the need for additional electrical requirements for additional equipment (to be approved by EOUSA/FASS).

Break Room - break rooms should be provided with two Ground Fault Interrupt (G.F.I.) quadraplex outlets mounted above the counter top to accommodate items such as microwaves and/or toasters. One standard telephone outlet shall also be provided. The necessary electrical requirements should be provided to accommodate a microwave and/or a refrigerator.

Large Copiers - large copiers with specific electrical requirements will be identified by the USAO if different from the standard electrical outlet/circuit.

Computer Electrical Requirements - Computer rooms require at least five 20 amp/120 volt, clean ground, dedicated, quadruplex outlets. The local Systems Manager and EOUSA Office Automation Staff must be consulted before the beginning of any project to determine the total number of lines needed, as well as any other electrical, telephone, or equipment requirements.

Reception Area Screening Equipment - The X-ray machine and magnetometer equipment to be placed in some Visitor Waiting Areas each require their own dedicated outlets. The X-Ray machine should be provided with a 115 VAC (+/- 10%), 60 Hz (+/- 3 HZ), approximately 6 kVA dedicated circuit terminating in a color coded duplex outlet. The magnetometer should be provided with a 90- 137 VAC, 50-60 Hz (+/- 3 Hz) dedicated circuit terminating in a color coded duplex outlet. Both outlets should be placed to maximize seating and circulation area in the Visitor Waiting Area.

Security System Panels - to accommodate the control panels for the security system (to be supplied and installed by EOUSA security contractor), the following will be required to be provided by the general contractor (location of security system panels to be determined by EOUSA):

- a sheet of 4'H x 8'W, 3/4" fire resistant plywood, painted and securely mounted to the wall studs
- one (1) dedicated, analog telephone line in a dedicated junction box
- two (2) 120VAC, 30amp surge protected, dedicated quadruplex outlets mounted at the bottom of the plywood board and connected to the building emergency power system
- three (3) 120VAC, 30amp surge protected, dedicated power connection in a standard junction box, mounted on the plywood board and connected to the building emergency power system

- 5' of enclosed wire gutter to be mounted at the top of the plywood, with three sections of 2" EMT extending from the wire gutter above the drop ceiling
- six (6) lengths of 1" EMT to connect security panels to wire gutter

See EOUSA sample Security Equipment Layout located in the EOUSA Master Specifications for more information.


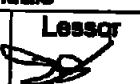
HVAC

ADP Room - ADP rooms should be provided with a separate (independent) air conditioning unit sufficient to operate for 24 hours and maintain a temperature of no more than 75 degrees and maximum humidity of 45-50 percent. Units in larger ADP rooms must accommodate heat output of 7,500 BTUs per hour for a small ADP room, 12,000 BTUs per hour for a medium ADP room, and 24,000 BTUs per hour for large ADP rooms. The air conditioning unit is to be placed ideally above the entrance door, and ducted into the ADP room from there.

Telephone Room - telephone rooms should share the air conditioning unit that services the ADP room. The equipment in the telephone rooms add an additional load on the HVAC unit of 5, 000 BTUs per hour.

Conference Rooms - should be provided with supplemental HVAC with a fan control mounted next to the light switch.

Main Copy Room - should have a ceiling mounted exhaust fan; number of air changes to be determined by the cubic volume of the room and the BTU output of the equipment.

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Plumbing



Hot Water Heaters – where required for hot water supply, tankless water heaters, such as the Stiebel Eltron Mini, or equivalent, will be provided in new offices, new expansion offices and office renovations in lieu of typical tank water heaters.

Services

Mail Service - prior to mail being delivered to the USAO, it must be inspected and X-rayed. The USAO will make the decision as to who will perform the mail screening function and where it will be done. If the USAO is located in a Courthouse or Federal Building, Court Security Officers (CSOs) should perform this service. If the USAO is located in leased space and a guard, X-ray machine, and magnetometer have been placed in the Visitor Waiting Area, mail screening should be performed by the guard.

If the office is located in leased space and does not have a guard assigned, arrangements should be made with the nearest Courthouse to have the CSOs screen the mail. The USAO may choose to contract this service to an independent firm. The Security Programs Staff should be contacted for any additional assistance needed in establishing the mail screening process.

Guard Service - in the Courthouse, Court Security Officers (CSOs) assigned to the Courthouse are responsible for monitoring the USAO space. In leased locations, depending on the staffing level of the office, a guard with an x-ray machine and magnetometer may staff the USAO waiting area during regular business hours. This service will be funded by the Security Programs Staff.

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Signage

Building standard signs shall be provided for the primary entrance to the USAO. Internal signage and installation services are to be provided and funded by the USAO. The building directory board shall identify the office title as the "United States Attorney's Office" and identify the room number for the primary entrance to the office.

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Chapter III - Individual Office Standards



POSITION DESCRIPTION	ALLOCATED SQUARE FEET	BUILD OUT DESCRIPTION
<p>United States Attorney (Headquarters and Branch offices)</p>	<p>300 * Windowed space required</p>	<p>Walls: slab to slab STC 45, STC rating not to be compromised by ductwork; floor to ceiling vinyl wall covering; wood chair rail to be placed 1" below top of window sill, to be 4" wide by 1" thick, made of hardwood and stained to match the door; wood base board to be 4" high X 3/4" wide, made of hardwood and stained to match the door; molding can be prefabricated fiberglass in Executive Suite, paint and finish to be selected by USAO</p> <p>Flooring: EOUSA standard carpet, color to be chosen by USAO, to be of tufted construction, cut pile texture, made of 100% DuPont Antron Legacy BCF Nylon</p>

		<p>with DuraTech (or equivalent), static controlled and soil resistant fiber. Yarn to be 2 ply with a face weight of 28 ounces per square yard, with a 10 year warranty on wear. Padding to be factory bonded to carpet, non-plasticized, micro cellular backing, with a face weight of 16 ounces per square yard, a density of 14 lbs. per cubic foot, and a thickness of .100 inches (such as Dow Plastics "Enhancer", Classification II (Heavy Use)</p> <p>Door: Solid wood core with sound gasket between the frame and the door, stained</p> <p>Windows: building standard window treatment and/or drapery of sheer panels with fabric side panels, floor length unless otherwise specified, or upgraded window treatment of similar type and style of the building standard</p>
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		Security: fixed duress alarm to be mounted under USA's desk
U.S. Attorney's Private Conference Room (Headquarters only)	300	* Same build out as US Attorney's private office * Walls: Lighting: standard office lighting; recessed incandescent lighting or track lighting able to accommodate energy efficient, 150 watt parhalogen floodlamp connected to a dimmer Optional: 14" X 14" ADA compatible stainless steel bar sink with hot and cold water supply and waste line mounted in a finished wooden kitchen sink base cabinet
US Attorney's Secretary (Headquarters only - private office or open if in Executive Suite)	150	* Same build out as US Attorney's private office*
USA's File/Copy/Fax Room	150	Walls: Slab-to-slab, STC 45 construction; paint; vinyl base board

		Flooring: Vinyl floor covering or same carpet as Executive Suite
US Attorney's Visitor Seating Area (Headquarters only)	100	* Same build out as US Attorney's private office*
Executive Suite (Headquarters only - may include US Attorney's Conference Room, USA Secretary, First Assistant USA, FAUSA Secretary, USA File Room, USA Visitor Seating)	Varies	* Same build out as US Attorney's private office*
US Attorney's Toilet (Headquarters locations only)	75	Walls: slab-to-slab STC 45, STC rating not to be compromised by ductwork; paint; ceramic tile baseboard Flooring: ceramic tile Fixtures: quiet flush toilet equipped with a "Sloan Flushmate" system; sink and separate hot and cold water controls installed in a two door, wood finished vanity with a one piece (no seams) Formica top with

		integral back splash; 18" X 24" mirror with light fixture above; 110V AC ground fault electrical connection above vanity; separate towel and toilet paper dispensers; ceiling mounted exhaust fan controlled by light switch; metal coat rod and 18" plastic laminate shelf to be mounted above rod
First Assistant US Attorney	225 * Windowed Space Required	* Same build out as the US Attorney's Private Office, no wainscot *
Executive Assistant US Attorney	225 * Windowed Space Required	* Same build out as the US Space Required Attorney's Private Office *
Division Chief / Managing AUSA Of Branch Office (Criminal, Civil, OCDEF)	225 * Windowed Space Required	* Same build out as the US Attorney's Private Office *
Division Chief / Supervisory Secretary	150 * Windowed Space Required	* Standard office space build out and finishes *
Supervisory Assistant US Attorney	200 * Windowed Space Required	Walls: Slab-to-slab, STC 45, STC rating not to be compromised by ductwork;

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		vinyl wall covering Flooring: EOUSA standard carpet, minimum 28 ounce face weight with factory bonded padding; no carpet border Door: Solid wood core with sound gasket between the frame and the door, stained Windows: building standard window treatment
Senior Litigation Counsel	200 * Windowed Space Required	* Same as Supervisory Assistant US Attorney *
Assistant US Attorney	180 *Windowed Space Required	* Standard office space build out and finishes *
Administrative Officer	225 *Windowed Space Required	* Same build out as the US Attorney's Private Office *
LECC Officer	180	* Standard office space build out and finishes *
Deputy Administrative Officer (DAO)	150	* Standard office space build out and finishes *
Budget Officer	150	* Standard office space build out and finishes *
Personnel Officer	150	* Standard office space build out and finishes *
Public Affairs Officer	150	* Standard office space build out and finishes *

Victim/Witness Specialist	150	* Standard office space build out and finishes *
Paralegal	150	* Standard office space build out and finishes *
Supervisory Support Services Specialist	150	* Standard office space build out and finishes *
Personnel Specialist (open area)	100	* Standard office space build out and finishes *
Acquisition Specialist / Purchasing Agent (open area)	100	* Standard office space build out and finishes *
Systems Manager	150	* Standard office space build out and finishes *
Assistant Systems Manager (open area)	100	* Standard office space build out and finishes *
Docket Technician (open area)	80	* Standard office space build out and finishes *
Secretary / Legal Technician (open area)	80	* Standard office space build out and finishes *
Receptionist	135	* Standard office space build out and finishes; located adjacent to Visitor Waiting Area * Security Hardware: hard- wired duress alarm to be

		mounted under desk; magnetic lock release for front door to be mounted on desk
Student Aid (open office)	60 * 240 maximum	* Standard office space build out and finishes *
Financial Litigation Unit (FLU) Supervisor (if AUSA)	180 * Windowed Space Required	* Standard office space build out and finishes *
Financial Litigation Unit (FLU) Supervisor (if not AUSA)	150	* Standard office space build out and finishes *
Task Force Supervisor	180 * Windowed Space Required	* Standard office space build out and finishes *
Task Force Attorney (only if USAO AUSA)	180 * Windowed Space Required	* Standard office space build out and finishes *
Visiting Attorney (private office)	180 *Number depends on USAO size	* Standard office space build out and finishes *
Contract Employee (open area)	60	* Standard office space build out and finishes *
Primary Visitor Waiting Area	150 - 300 - 450 Maximum (an additional 200 sf are needed in commercial leased space where a guard is assigned)	Walls: UL752, Level 3 maximum rated ballistic wall paneling to be mounted slab-to-slab (within finished partitions) in all walls

		<p>adjacent to US Attorney office space; UL752, Level 3 rated ballistic transaction window with wood trim around window and natural voice communication system, with Corian parcel shelf with integral deal tray, color to be chosen by the USAO (window should be of sufficient height and width to ensure an unencumbered view of the entire waiting area, typically 4' H X 6' W); minimum 18" H X 18" W ballistic package pass through in the wall; vinyl wall covering; wood chair rail to be placed 1" below top of window sill, to be 4" wide by 1" thick, made of hardwood and stained to match the door; wood baseboard, stained to match the door; doorbell mounted on wall next to window to sound inside office space</p> <p>Flooring: EOUSA standard carpet (minimum 28 ounces</p>
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		<p>per square yard) with factory bonded padding</p> <p>Door: Door(s) leading into US Attorney's office space will be a UL 752, Level 3 rated ballistic wooden laminate door with ballistic frame, continuous roton hinge, and in-frame mounted balanced magnetic sensor, prepped to accept separately specified security hardware, stained; door must swing outward</p> <p>Security Hardware: in SPS Identified offices, X-ray machine should be provided with a 115 VAC (+/- 10%), 60 Hz (+/- 3 HZ), approximately 6 kVA dedicated circuit terminating in a color coded duplex outlet; magnetometer should be provided with a 90-137 VAC, 50-60 Hz (+/- 3 Hz) dedicated circuit terminating in a color coded duplex outlet; both outlets should be placed to maximize seating</p>
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		and circulation area
Secondary Visitor Waiting Area (approval from EOUSA/FASS required, when USAO is multiple floors)	150	* Same build out as Primary Visitor Waiting Area - no ballistic package pass-through; no X-ray machine nor magnetometer *
Library (Headquarters and Staffed Branch Offices)	150 - 300 - 750 Maximum	* Standard office build out. Minimum floor capacity of 150 lbs per square foot. GSA or contract growth engineers to determine whether structural reinforcement is necessary in the floor *
Librarian (to be located within library space)	150	* Standard office space build out and finishes *
Stand-alone Copier	60 each	* Standard office space build out and finishes *
Main Conference Room (Headquarters only)	800 - 1200 maximum	Walls: slab-to-slab STC 45, STC rating not to be compromised by ductwork; floor to ceiling vinyl wall covering; wood chair rail to be placed 1" below top of window sill, to be 4" wide

		<p>by 1" thick, made of hardwood and stained to match the door; wood base board, 4" high by 3/4" thick, made of hardwood and stained to match the door</p> <p>Flooring: Carpet of tufted construction, cut pile texture, made of 100% DuPont Atron Legacy BCF Nylon with DuraTech (or equivalent), static controlled and soil resistant fiber. Yarn to be 2 ply with a face weight of 28 ounces per square yard, with a 10 year warranty on wear. Padding to be factory bonded to carpet, non-plasticized, micro cellular backing, with a face weight of 16 ounces per square yard, a density of 14 lbs. Per cubic foot, and a thickness of .100 inches (such as Dow Plastics "Enhancer", Classification II (Heavy Use)</p> <p>Lighting: standard office</p>
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		<p>lighting; recessed incandescent lighting or track lighting able to accommodate energy efficient, 150 watt parhalogen floodlamp connected to a dimmer</p> <p>HVAC: separately zoned, supplemental HVAC</p> <p>Door: Solid wood core with sound gasket between the frame and the door, stained</p> <p>Optional: motorized, recessed projection screen, size to be determined</p>
Conference Room (Administration, Criminal, Civil)	200	* Same build out as Main Conference room; standard lighting only *
Trial Preparation	250 (2 for every 3 judges)	<p>Walls: slab-to-slab STC Room 45, STC rating not to be compromised by ductwork</p> <p>Door: Solid wood core with sound gasket between the frame and the door, stained</p>
Witness Interview Room	150 (1 per floor)	* Same build out as Trial Preparation Room *

Victim Interview Room	150 (1 per office)	* Same build out as Witness Interview Room *
Secure Witness Interview Room	150 (1 per office, located adjacent to the Primary Visitor Waiting Area; separate entrances from waiting area and inside secure space)	* Standard office space build out and finishes * Walls: UL752, Level 3 rated ballistic wall paneling to be mounted slab-to-slab (within finished partitions) in all walls adjacent to U.S. Attorney office space; UL752, Level 3 rated ballistic transaction window with wood trim and natural voice communication system, Corian parcel shelf with integral transaction tray (window should be of sufficient height and width to ensure an unencumbered view, typically 4' H X 4' W)
Collection Interview Room	150 (1 per office location)	* Same build out as Witness Interview Room *
Deposition Room	150 (1 per office location)	* Same build out as Witness Interview Room *
Secured Storage Room	150 - 250 (1 per staffed office location)	Walls: slab to slab with 5/8" fire rated plywood

		<p>glued and screwed to the studs; one coat primer & one coat finish semi-gloss paint, color to be chosen by the USAO</p> <p>Door: solid wood core, stained</p> <p>Flooring: vinyl tile</p> <p>Security Locks: GSA approved 3 position combination deadbolt lock, such as a Kaba Mass X-09 with 03 Strike KIT001 for in swinging doors (part number CDX-09 w/o3), or model MH Exit Device, Mech High SEC001 for out swinging doors (part number 511037). See EOUSA Master Specifications for additional requirements; should be separately zoned within security system and with its own key pad</p>
<p>Open File Rooms (Criminal, Civil, Administration, Personnel, FLU)</p>	<p>9 square feet per legal file cabinet or per 4 standard file boxes</p>	<p>* Depending on the number of files, or if a movable or "times two" filing system is used, structural reinforcement of floor may</p>

		<p>be required *</p> <p>Walls: one coat primer & one coat finish semi-gloss paint, color to be chosen by the USAO</p> <p>Flooring: vinyl tile</p>
<p>Secure Processing Room (SPR)</p> <p>(Headquarters - must be pre-approved by EOUSA SEMS)</p>	<p>250</p> <p>One per headquarter location. Not to be located on office perimeter or in windowed space, no doors to the exterior of USAO space</p>	<p>Walls: slab to slab STC 50, STC rating not to be compromised by ductwork; one coat primer & one coat finish semi-gloss paint, color to be chosen by the USAO</p> <p>Door: solid wood core or metal, stained, provided with door sweep and sound gasket (door & frame procured as an assembly)</p> <p>Security Locks: GSA approved 3 position combination deadbolt lock, such as a Kaba Mass X-09 with 03 Strike KIT001 for in swinging doors (part number CDX-09 w/o3), or model MH Exit Device, Mech High SEC001 for out swinging doors (part number 511037). Unican L1000 5 button cipher lock with key</p>

		<p>override. See EOUSA Master Specifications for further hardware details</p> <p>Special: all ductwork over 96 square inches entering the SPR must be supplied with security bars/mesh, and be provided with viewing ports. All outlets and j-boxes are to be placed in one location of the room. See EOUSA Master Specifications for further details. SPR construction requires pre-approval from JMD/SEMS.</p>
Closed File Rooms (Criminal, Civil)	9 square feet per legal file cabinet or per 4 standard file boxes	<p>* Depending on the number of files, or if a movable or "times two" filing system is used, structural reinforcement of floor may be required *</p> <p>Flooring: vinyl tile</p>
Fax/Shredder	20 each	* Standard office build out *
Main Copy Room	300	<p>Walls: slab to slab STC 45, STC rating not to be compromised by ductwork; one coat primer & one coat</p>

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		<p>finish semi-gloss paint, color to be chosen by the USAO</p> <p>Door: solid core wood with sound gasket between the frame and the door, stained</p> <p>Flooring: vinyl tile</p> <p>HVAC: supplemental HVAC with increased number of air changes per hour; ceiling mounted exhaust fan.</p> <p>Number of air changes per hour to be determined by the cubic volume of the room and the BTU output of the equipment</p> <p>Fixtures: provide a work counter to be plastic laminate on 3/4" particle board, 15" deep. Shelves to be adjustable, supported on slotted, wall mounted standards. Counter and cabinets to be plastic laminate on fire retardant wood and plywood framing. Provide fire retardant wood blocking as required to reinforce partition where shelf standard and counter</p>
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		<p>are mounted.</p> <p>Electrical: two dedicated 110V, 20 amp circuits terminating in standard quadraplex outlets, mounted above the counter; additional electrical outlets to be identified by the USAO as needed</p>
Secondary Copy Room	150	<p>* Standard office build out - no work counter *</p> <p>Walls: two coats semi-gloss paint, color to be chosen by the USAO</p> <p>Flooring: vinyl tile</p>
ADP Room (Large Office Locations)	<p>550</p> <p>(must be located in non-windowed space, as close to the center of the office as possible; for HVAC, raised flooring, data, telephone, and electrical requirements,</p>	<p>Walls: slab to slab STC 45, STC rating not to be compromised by ductwork; vapor barrier (in ceiling also). A 4'H x 4'W, 3/4" sheet of fire resistant, painted plywood is to be</p>

	<p>EOUSA OAS and USAO Systems Manager must be consulted)</p>	<p>provided, location to be determined by EOUSA during site survey.</p> <p>Additional plywood panels or entire plywood walls are to be provided, as required, as determined by EOUSA.</p> <p>Flooring: static resistant vinyl tile</p> <p>HVAC: separate (independent) air conditioning unit, with adjustable temperature controls to be located within the ADP room, mounted in the adjacent telephone room when possible, sufficient to operate for 24 hours and maintain a temperature of no more than 75 degrees and maximum humidity of 45-50 percent. Must accommodate heat output of approximately 12,000 BTU's per hour</p> <p>Electrical: The minimum number of standard quadruplex outlets for a computer room is five 20 amp/120 volts, clean</p>
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		<p>ground, dedicated isolated circuits. For headquarter computer rooms, one of the quadraplex outlets must have a Nema 5-20P plug to support the SU2200NET uninterrupted power systems (UPS). Rooms must be provided with electrical ground bars to be located near the equipment racks. If possible, a dedicated breaker panel, with room for expansion, should be provided to accommodate equipment in the ADP and telephone rooms</p> <p>Cabling: cabling between floors to be through a minimum of two 4" diameter coreholes drilled in floor; cables in and out of room must be in a minimum of two 4" cable trays or conduit; a 4" conduit is to be provided between the ADP and telephone rooms; if the USAO occupies multiple floors, a minimum of three</p>
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		<p>4" core drills and sleeves / conduits are to be provided between each floor (location to be determined during site survey)</p> <p>Security Lock: cypher lock</p> <p>Option: provided in headquarters offices only, access flooring to be 6" above the actual floor. At least one ramp with handrail to be provided. Tiles specified for this system should be designed to support 300 p.s.f. and a concentrated load of 1000 p.s.f. unless special structural components are in place. Floor to have high pressure laminate non conductive floor tile with electrical resistance of 25K to 1000K ohms with concrete filled metal pans. Metal stringers required between pedestals for the heavy point and rolling loads of the equipment. Each square should be a modular</p>
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		design and with capability for ported access. Floor to remain stable if up to four adjacent panels are removed. 10% of floor panels should be vented to allow a minimum of 500 CFM.
ADP Room (Small office locations)	150-350 (must be located in non-windowed space, as close to the center of the office as possible; for HVAC, data, telephone, and electrical requirements, EOUSA OAS and USAO Systems Manager must be consulted)	<p>* Same build out as large ADP Room *</p> <p>HVAC: separate (independent) air conditioning unit, with adjustable temperature controls, sufficient to operate for 24 hours and maintain a temperature of no more than 75 degrees and maximum humidity of 45-50 percent. Must accommodate heat output of approximately 5,000 BTU's per hour</p> <p>Electrical: at least one 20 amp/120 volt quadraplex outlet per server . Rooms must be provided with electrical ground bars to be located near the equipment racks. If possible, a</p>

		<p>dedicated breaker panel, with room for expansion, should be provided to accommodate equipment in the ADP and telephone rooms</p> <p>Cabling: cabling between floors to be through a minimum of two 4" diameter coreholes drilled in floor; cables in and out of room must be in a minimum of two 4" cable trays or conduit</p> <p>Security Lock: cypher lock</p>
ADP Workroom	<p>150</p> <p>(adjacent to ADP Room)</p>	<p>* Standard office space build out and finishes; no additional HVAC *</p> <p>Flooring: anti-static vinyl tile</p> <p>Finishes: built-in work counter made of 1-1/2" plywood with plastic laminate covering, 24" wide, with a 1/8" continuous quirk around edges and a 4" back splash.</p> <p>Electrical: four dedicated 110V, 20 amp circuits terminating in standard</p>

		quadraplex outlets, mounted above the counter
Litigation Support Room	400	<p>* Standard office space build out and finishes; no additional HVAC *</p> <p>Flooring: vinyl tile</p> <p>Electrical: special requirements to be determined by USAO / EOUSA based on equipment</p>
Shared Printer Station	6 each	* Standard office build out *

Mail Processing Room	150	<p>Walls: slab to slab STC 45, STC rating not to be compromised by ductwork; vapor barrier (in ceiling also). See EOUSA Master Specifications for additional safety and ventilation requirements</p> <p>Option: Provide plastic laminate work surface with matching plastic laminate storage shelving below</p> <p>Electrical: two dedicated 110V, 20 amp circuits terminating in standard quadraplex outlets, mounted above the counter</p>
Supply Room (Headquarters and Branch Offices)	150 - 300	<p>Flooring: vinyl tile</p> <p>Walls: one coat primer & one coat finish semi-gloss paint, color to be chosen by the USAO</p>
Bulk Supply / Equipment / Furniture Storage	500 - 750	<p>Flooring: vinyl tile</p> <p>Walls: one coat primer & one coat finish semi-gloss paint, color to be chosen by the USAO</p>

Telephone Room	150-250 (Located in ADP room within USAO secured space)	<p>Walls: slab to slab STC 45, STC rating not to be compromised by ductwork; vapor barrier (also in ceiling); two 4' X 8' sheets of 3/4" fire-rated plywood to be installed on two walls - one for the telephone system, the other for the security system; two coats semi-gloss paint, color to be chosen by the USAO</p> <p>Flooring: vinyl tile</p> <p>HVAC: same as ADP Room (to be shared with ADP room whenever possible); 7,500 BTU capacity minimum, with the potential for an additional 5,000 BTUs</p> <p>Electrical: telephone system - 4 20 amp 120V dedicated quadruplex outlets and 1 120V 20 amp circuit for 5-20p outlet (requirements may vary depending on office and equipment size); security system - see</p>
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		<p>EOUSA Master Specifications for requirements. Rooms must be provided with electrical ground bars to be located near the equipment racks. If possible, a dedicated breaker panel, with room for expansion, should be provided to accommodate equipment in the ADP and telephone rooms</p> <p>Cabling: cabling between floors to be through a minimum of two 4" diameter coreholes drilled in floor; cables in and out of telephone room must be in a minimum of two 4" cable trays or conduit/pathways</p> <p>Security Lock: cypher lock</p>
<p>Break Room (1 per office location)</p>	<p>200 - 300</p>	<p>Walls: slab to slab STC 45, STC rating not to be compromised by ductwork;</p> <p>Flooring: vinyl tile</p> <p>Fixtures: 18" X 24" ADA compatible stainless steel sink with water supply and waste line mounted in a</p>

		<p>finished wooden kitchen sink base cabinet; garbage disposal; full size refrigerator, and/or microwave shall be supplied by the USAO; 6 linear feet (including sink base) of base cabinets with matching wall cabinets, except above sink base; base cabinets to have 6 linear feet of plastic laminate counter top with integral splash block; dedicated 110V, 20 amp GFI circuit for a microwave</p> <p>Electrical: one GFI 110V, 20 amp circuit terminating in two quadraplex electrical outlets to be mounted above the counter</p>
<p>Coffee Nook (open area - one per floor, not on same floor as the break room)</p>	60	<p>* Standard office build out and finishes *</p> <p>Fixtures: 14" X 14" ADA compatible stainless steel bar sink with water supply and waste line mounted in a finished wooden kitchen sink base cabinet; base cabinets to have 4 to 6 linear feet of</p>

		plastic laminate counter top and matching wall cabinets with integral splash block Electrical: one GFI 110V, 20 amp circuit terminating in a standard quadraplex electrical outlet to be mounted above the counter
Coat Closet (max. one per floor)	10 each	Optional: to have wooden shelf and rod, hollow core wood doors with wood jamb, stained to match the office doors.



Trial Preparation Space Retained in Courthouses:

When the USAO is located outside of the Courthouse, the office should be provided with a Trial Preparation Suite within the Courthouse. The suggested space program totaling approximately 1,350 square feet of space includes:

- a. Two (2) Assistant United States Attorney's offices (180 square feet each)
- b. One (1) Witness Interview Room (150 square feet)
- c. One (1) Trial Preparation/Conference Room (250 square feet)
- d. One (1) Copy/Fax Room (150 square feet)
- e. An open work area (typically 200 square feet)
- f. Circulation Factor (20%)
- g. Two (2) parking spaces (when Available)

*The Trial Preparation Suite may be smaller, depending on the amount of available space in the Courthouse and requirements of the USAO.

See Master Specifications for additional space requirements and details.

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Chapter IV - Physical Security Standards

Physical Location

Whenever possible, the USAO should be located in the United States Courthouse or Federal Building, or within a four block radius of the United States Courthouse, and/or within the Central Business District (CBD).



Within the building, whenever possible the USAO office should be located on the third floor or above, but not on the top floor, of a multi-story building of more than three floors.

When the USAO is in a building of three floors or less, it should be located on a floor where the bottom of the window sill is at least 18 feet above the exterior finished grade.

The USAO should also be in contiguous space on one or more floors; In Federally owned space (courthouses, federal buildings and USPS buildings) the USAO cannot be collocated on the same floor with other tenants such as the Office of Probation, Pre-Trial Services or the Public Defender who, by nature of their business, may pose an increased risk to USAO operations. In leased space they cannot be co-located within the same building.

In new building construction, i.e., build to suit, the USAO should be located in buildings that meet the minimum setback requirement of 25 feet. Where constraints exist that prevent the new building from complying with this standard then, a waiver from the 25 foot setback requirement must be requested from and granted by EOUSA Security & Management Staff (SEMS).

Access Control

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Access control systems will be installed when deemed necessary by the Executive Office for United States Attorneys (EOUSA), Security & Emergency Management Staff (SEMS). Mechanical devices and physical infrastructure required to support the electronic security system will be specified and funded by EOUSA/FASS. The actual electronic security components will be specified and funded by EOUSA/SEMS, and installed and monitored by a contractor to be determined by EOUSA/SEMS. When used, they will meet all specifications of UL Standard 294 and will be proprietary in nature.

Access System: shall be of either the card access control, or the electronic keypad and combination lock type.



Access Cards: shall be of either the proximity, or the swipe type.

Reportable Events: the system will create a permanent record of all alarms and operator acknowledgment on hard disk and will show type, time of alarm and location. System will be password protected

Intrusion Detection System:

Alarm Panel: The alarm monitoring control panel shall incorporate, at a minimum the following:

- Visual and audible annunciations of an alarm condition. A means of silencing the audible portion of any single zone without affecting all of the other zones is required.
- The system shall have a test capability to test all zones at once in addition to a switch to reset one or all zones at one time depending on alarm condition.

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- The sensor lines must be supervised by end-of-line termination resistors, supervisory packages or other modes to detect both opens and shorts on the signal line.
- The alarm monitoring control panel must operate on 110 VAC primary service power and have rechargeable battery standby in the event of service power failure.

Alarm Arm/Disarm Control Unit: alarm control units (system configuration will provide for 24/7 operation) and the protected area end-of-line supervision controls must be physically located within the secured perimeter of the area which the alarms are protecting or in an area that is similarly protected.

Glass Break Sensors: a tuned device sensitive to the frequency patterns in the DC to 500 Hz range produced when glass is broken, each sensor shall protect a 4 foot by 8 foot glass area.

Balanced Magnetic Switch: the switch assembly shall be usable for interior or exterior surfaces. The switch assembly shall provide an alarm signal if an external magnet is used in an attempt to defeat the switch. An alarm will be initiated upon increase, decrease or attempted substitution of a magnetic field applied to the switch when in the normal secured position.

Passive Infrared Motion Detectors: single, self-contained unit.

The passive infrared sensors must detect and respond to a rapid change in the infrared energy in the protected space and must automatically recognize and compensate for changes in the background level and emissivity.

The nominal range shall be 50 feet at four feet sensor height.

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The sensor must detect and alarm to a background differential of one degree centigrade (or less) and to an intruder moving as slowly as one tenth foot per second.

The passive infrared device must contain a tamper switch to alarm automatically when the cover is removed. The device shall incorporate features to allow emergency standby power for a minimum of eight hours.


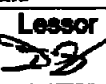
Duress System: Systems may be of Radio Frequency or Ultrasonic type; Systems may be either hard wired or portable as needed.

Video Equipment (CCIV): Camera surveillance equipment will be installed whenever deemed necessary by the Executive Office for U.S. Attorneys Security Programs Staff.

Cameras will be capable of monitoring both normal and low light situations. Solid state, color camera with power supplies capable of accepting wither 120 VAC, 24 VAC or 12 VDC. Resolution will be minimum horizontal 350 lines.

Monitors: Monitors may be color desktop or Dual Rack Mount. All monitors must produce a sharp, high resolution picture of exceptional clarity. The horizontal resolution must be 600 to 700 lines at center. The monitor will have a power source of 120V AC.



Camera Lenses: May include fixed or motorized zoom type with automatic iris.

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Chapter V – Cabling Addendum for Design Guide

All data/voice/security cabling will be performed by an EOUSA contractor. The Lessor's contractor shall provide the following:

- A 4" EMT sleeve, 6 – 12 inches above the dropped ceiling on each wall in all offices that are slab to slab (WT-03). The EMT sleeves must be shown on the final construction drawings.
- 4" EMT conduit(s) for data/voice cabling between floors if the office is located on two or more floors; the EMT conduits will run from floor to ceiling, terminating in the ceiling of the uppermost floor and include fire stopping material between floors. The location and number of EMT conduit(s) will be determined during the DID phase. The EMT conduits must be shown on the final construction drawings.
- 4" EMT conduit(s) for security cabling running between the floors if the office is located on two or more floors, the EMT conduits will run from floor to ceiling and terminate in the ceiling of the uppermost floor and include fire stopping material between floors. The location will be determined during the DID phase. The EMT conduits must be shown on the final construction drawings.
- 4" EMT conduit must be installed by the lessor if any of the cabling that originates from the USAO Computer Room has to run through non USAO space. The number and location of EMT conduits will be determined during the DID phase; the EMT conduits must be shown on the final construction drawings.

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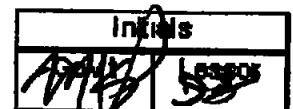
- Cable trays, if required by the lessor, will be installed by the lessor. This will be determined during the DID phase. The cable trays must be shown on the final construction drawings.
- The lessor shall include up to 45 days in the construction schedule for EOUSA's contractor to complete all cabling. The cabling contractor's work can be performed simultaneously while the lessor's construction contractor is building the space.
- The 4" EMT conduit(s) must be labeled: EOUSA Data/Voice and EOUSA Security on each floor.
- The lessor's construction schedule shall outline the start and finish dates for EOUSA's cabling contractor.
- The lessor's contractor must install a minimum of 25-pair, shielded, 24 AWG plenum-rated cable from the building DEMARC point to the USAO computer room. There is no requirement for this cable to be run through conduit. The exact termination point in the computer room will be on one of the wall mounted plywood panels that does not contain any security equipment.
- Below is the definition of "Riser Cable":

"Riser consists of 24 AWG constructed feeder cable connectors and termination equipment (RJ-21X or 66M150 blocks or equivalent) necessary for extending the "minimum point of presence" of all circuits and facilities provided by local and long distance companies or other providers of dial tone services to U.S. Attorney occupied space".

Denver USAO Space Requirements

Title	SQFT	WINDOW	OFFICE	QTY	TOTAL
United States Attorney	300	Y	Y	1	300
USA CONFERENCE ROOM	300	Y	Y	1	300
USA FILE/COPY ROOM	150	N	Y	1	150
USA VISITOR SEATING AREA	100	N	N	1	100
USA TOILET	75	N	N	1	75
First Assistant United States Attorney	225	Y	Y	1	225
Executive Assistant U.S. Attorney	225	Y	Y	1	225
Exec. Asst/USA Secretary	150	Y	Y	1	150
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Health Care Fraud Coord. - AUSA	180	Y	Y	1	180
Public Affairs Specialist	150	N	Y	1	150
Student	60	N	N	1	60
Intelligence Specialist	180	Y	Y	1	180
Chief, Criminal Division	200	Y	Y	1	200
Chief Counsel, Priority Criminal Projects	200	Y	Y	1	200
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Chief of Special Prosecutions	200	Y	Y	1	200
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Agent	100	N	N	1	100
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Chief of Major Crimes	200	Y	Y	1	200
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Special Assistant U.S. Attorney	180	Y	Y	1	180
Special Assistant U.S. Attorney	180	Y	Y	1	180
Special Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Chief of Economic Crimes	200	Y	Y	1	200
Deputy Chief of Economic Crimes	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180



Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Special Assistant U.S. Attorney	180	Y	Y	1	180
Special Assistant U.S. Attorney	180	Y	Y	1	180
Chief of OCDEF	200	Y	Y	1	180
Deputy Chief of OCDEF	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Supervisory Legal Assistant	150	N	Y	1	150
Lit. Consultant	150	N	Y	1	150
Supervisory Legal Assistant	150	N	Y	1	150
Contractor	60	N	N	1	60
Legal Assistant	150	N	Y	1	150
Auditor	150	N	Y	1	150
Legal Assistant	150	N	Y	1	150
Auditor	150	N	Y	1	150
Lit. Consultant	150	N	Y	1	150
Legal Assistant	150	N	Y	1	150
Legal Assistant	150	N	Y	1	150
Legal Assistant/Grand Jury	150	N	Y	1	150
Contractor	60	N	N	1	60
DTF Paralegal Specialist	150	N	Y	1	150
Legal Assistant	150	N	Y	1	150
Legal Assistant	150	N	Y	1	150
Legal Assistant	150	N	Y	1	150
Legal Assistant	150	N	Y	1	150
Victim Witness Specialist	150	N	Y	1	150
Legal Assistant	150	N	Y	1	150
Legal Assistant	150	N	Y	1	150
Lit. Consultant	150	N	Y	1	150
Contractor	60	N	N	1	60
Auditor	150	N	Y	1	150
LAW STUDENT	60	N	N	1	60
LAW STUDENT	60	N	N	1	60
LAW STUDENT	60	N	N	1	60
LAW STUDENT	60	N	N	1	60
LAW STUDENT	60	N	N	1	60
LAW STUDENT	60	N	N	1	60

Paralegal Specialist	150	N	Y	1	150
Victim Witness Specialist	150	N	Y	1	150
Student	60	N	N	1	60
Legal Assistant	150	N	Y	1	150
Legal Assistant	150	N	Y	1	150
Student	60	N	N	1	60
Chief of Civil Division	200	Y	Y	1	200
Deputy Chief of Civil Division	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Special Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Special Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Special Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Special Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney-RMBS	180	Y	Y	1	180
Assistant U.S. Attorney-RMBS	180	Y	Y	1	180
Legal Assistant	150	N	Y	1	150
Contractor - RMBS	60	N	N	1	60
Legal Asst (Civil Docket Clerk)*	150	N	Y	1	150
Supervisory Legal Assistant	150	N	Y	1	150
Contractor - RMBS	60	N	N	1	60
Contractor - RMBS	60	N	N	1	60
Legal Assistant	150	N	Y	1	150
Contractor - RMBS	60	N	N	1	60
Contractor - RMBS	60	N	N	1	60
Contractor - RMBS	60	N	N	1	60
Paralegal Specialist	150	N	Y	1	150
Contractor - RMBS	60	N	N	1	150
Legal Assistant	150	N	Y	1	150
Legal Assistant	150	N	Y	1	150
Financial Analyst	150	N	Y	1	150
Paralegal Specialist	150	N	Y	1	150
Paralegal Specialist	150	N	Y	1	150
Contractor - RMBS	60	N	N	1	60

LAW STUDENT	60	N	N	1	60
LAW STUDENT	60	N	N	1	60
LAW STUDENT	60	N	N	1	60
LAW STUDENT	60	N	N	1	60
LAW STUDENT	60	N	N	1	60
LAW STUDENT	60	N	N	1	60
Legal Assistant	150	N	Y	1	150
Student	60	N	Y	1	60
Auditor	150	N	Y	1	150
Paralegal Specialist	150	N	Y	1	150
Chief of Appellate Division	200	Y	Y	1	200
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	150
Assistant U.S. Attorney	180	Y	Y	1	180
Special Assistant United States Attorney	180	Y	Y	1	180
Special Assistant United States Attorney	180	Y	Y	1	180
Secretary to EAUSA/Div. Chief	150	N	Y	1	150
Paralegal Specialist	150	N	Y	1	60
Paralegal Specialist	150	N	Y	1	150
Student	60	N	N	1	60
Librarian	150	N	Y	1	150
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Assistant U.S. Attorney	180	Y	Y	1	180
Special Assistant U.S. Attorney	180	Y	Y	1	180
Paralegal Specialist	150	N	Y	1	150
Paralegal Specialist	150	N	Y	1	150
Paralegal Specialist	150	N	Y	1	150
Legal Assistant	150	N	Y	1	150
FSA Contractor	60	N	N	1	60
Contractor (Corp. Allocations)	60	N	N	1	60
FSA Contractor	60	N	N	1	60
FSA Contractor	60	N	N	1	60
Contractor (Corp. Allocations)	60	N	N	1	60
FSA Contractor	60	N	N	1	60
FSA Contractor	60	N	N	1	60
FSA Contractor	60	N	N	1	60
FSA Contractor	60	N	N	1	60
USMS Investigator	100	N	N	1	100
Administrative Officer	200	Y	Y	1	200
Supervisory ITSPEC	150	N	Y	1	150
Budget Officer	150	N	Y	1	150
Supervisory Administrative Services Specialist	150	N	Y	1	150
Human Resource Officer	150	N	Y	1	150
HR Assistant	90	N	N	1	90
Budget Analyst	150	N	Y	1	150
Administrative Services Specialist	90	N	N	1	90

Administrative Specialist	90	N	N	1	90
Financial Tech	90	N	N	1	90
ITSPEC / Litigation Support	90	N	N	1	90
ITSPEC / Litigation Support	90	N	N	1	90
Contractor	60	N	N	1	60
Contractor	60	N	N	1	60
Student	60	N	N	1	60
Student	60	N	N	1	60
Student	60	N	N	1	60
IT Specialist	90	N	N	1	90
Administrative Assistant	90	N	N	1	90
HR Specialist	90	N	N	1	90
Administrative Clerk	60	N	N	1	60

PRIMARY VISITOR AREA	850	N	N	1	850
LIBRARY	750	N	Y	1	750
MAIN CONFERENCE ROOM	1500	Y	Y	1	1500
SMALL CONFERENCE ROOMS	200	Y	Y	12	2400
TRIAL PREP	250	N	Y	25	6250
WITNESS INTERVIEW ROOM	150	N	Y	2	300
VICTIM INTERVIEW ROOM	150	N	Y	2	300
SECURE WITNESS INTERVIEW ROOM	150	N	Y	1	150
DEPO ROOM	150	N	Y	2	300
SECURED STORAGE	250	N	Y	1	250
OPEN FILE ROOMS (CRIM,CIV, APP,ADM,FLU)	300	N	Y	5	1500
COFFEE NOOK	60	N	Y	6	360
CLOSED FILE ROOMS	300	N	Y	5	1500
MAIN COPY ROOM	300	N	Y	1	300
SECONDARY COPIER ROOM	150	N	Y	5	750
ADP ROOM	350	N	Y	3	1050
ADP WORK ROOM	150	N	Y	1	150
LITIGATION SUPPORT ROOM	400	N	Y	2	800
MAIL ROOM	150	N	Y	1	150
SUPPLY ROOM	500	N	Y	1	500
BULK STORAGE	750	N	Y	1	750
BREAK ROOM	150	Y	Y	3	450
Main File Room	500	N	Y	1	500
Printer Station	6	N	N	30	180
Coat Closet	10	Y	N	2	20
Secondary Visitor Waiting Area	150	N	N	2	388
Additional AUSA Offices	180	Y	Y	12	2160

Sub Total	54248
Circulation 20%	10850
Total Usable Square Feet	65098

EXHIBIT E

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL II

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

SENSITIVE AREAS - Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

FACILITY ENTRANCES AND LOBBY

EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)

The Lessor shall provide key or electronic access control for the entrance to this building. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

PUBLIC RESTROOM ACCESS (SHELL)

The Government reserves the right to control access to public restrooms located within the Space.

SECURING CRITICAL AREAS (SHELL)

The Lessor shall secure areas designated as Critical Areas to restrict access:

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

C. At a minimum, Lessor shall secure building common areas including sprinkler rooms, electrical closets, telecommunications rooms.

VISITOR ACCESS CONTROL (SHELL)

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Space.

INTERIOR (GOVERNMENT SPACE)

DESIGNATED ENTRANCES (SHELL)

The Government shall have a designated main entrance.

IDENTITY VERIFICATION (SHELL)

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

FORMAL KEY CONTROL PROGRAM (SHELL)

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

SITES AND EXTERIOR OF THE BUILDING

SIGNAGE

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas and site specific signage.

LANDSCAPING

LANDSCAPING REQUIREMENTS (SHELL)

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc.) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (SHELL)

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

HAZMAT STORAGE

If there is HAZMAT storage, Lessor shall locate it in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES

Trash receptacles, containers, mailboxes, vending machines, or other fixtures and/or features that could conceal packages, brief cases, or other portable containers shall be located 10 feet away from building.

SECURITY SYSTEMS**CLOSED CIRCUIT TELEVISION SYSTEM (CCTV)****GOVERNMENT PROVIDED PRODUCT, INSTALLATION, AND MAINTENANCE**

The Government shall provide and install an entry control system, with time lapse video recording, that will allow Government employees to view and communicate remotely with visitors before allowing access. This Closed Circuit Television (CCTV) system shall provide the Government with unobstructed coverage, as determined by the Government, of designated pedestrian entrances and exits. The Lessor shall permit twenty-four hour CCTV coverage and recording, provided and operated by the Government. The Government will centrally monitor the CCTV surveillance. Government specifications are available from the Contracting Officer. The Lessor shall post necessary regulatory, statutory, and/or site specific signage, as determined by the Government.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building as necessary.

INTRUSION DETECTION SYSTEM (IDS)**GOVERNMENT PROVIDED SCOPE AND PRODUCT, INSTALLATION, AND MAINTENANCE**

The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated by the Government. The Government shall provide and install an IDS on perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS— include. magnetic door switch(s), alarm system keypad, passive Infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors.

Basic Security-in-Depth IDS shall be connected and monitored at a central station. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and Lessor points of contact. Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building, as necessary.

DURESS ALARM**GOVERNMENT PROVIDED SCOPE, PRODUCT, INSTALLATION, AND MAINTENANCE**

The Lessor shall permit installation of a duress alarm system to be provided and operated by the Government. The Government, in coordination with a security provider, either internal or external, as

determined by the Contracting Officer, shall document and implement duress procedures for emergency situations.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space and shall facilitate the installation, including access to electrical panels and other areas of the building, as necessary.

STRUCTURE

WINDOWS

SHATTER-RESISTANT WINDOW PROTECTION

The Lessor shall provide and install, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space meeting the following properties - Film composite strength and elongation rate measured at a strain rate not exceeding 50% per minute shall not be less than the following:

- Yield Strength: 12,000 psi
- Elongation at yield: 3%
- Longitudinal Tensile strength: 22,000 psi
- Traverse Tensile strength: 25,000 psi
- Longitudinal Elongation at break: 90%
- Traverse Elongation at break: 75%

THE ALTERNATIVE METHOD is for the Lessor to provide a window system that conforms to a minimum glazing performance condition of "3b" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD PE 4.3 or later to GSA performance condition 3b (in accordance with the GSA Standard Test Method for Glazing and Window Systems Subject to Dynamic Loadings or Very Low Hazard (in accordance with ASTM F 1642, Standard Test Method for Glazing or Glazing Systems Subject to Air Blast Loading) in response to air blast load of 4 psi/28 psi-msec.

If the Lessor chooses the Alternative Method, they shall provide a description of the shatter-resistant window system and provide certification from a licensed professional engineer that the system as offered meets the above standard. Prior to installation, this will be provided for evaluation by the Government, whose approval shall not be unreasonably withheld.

OPERATIONS AND ADMINISTRATION

LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (FSC) (SHELL)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

ACCESS TO BUILDING INFORMATION (SHELL)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly

accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

EXHIBIT F

SECURITY UNIT PRICE LIST (FSL II)

REQUEST FOR LEASE PROPOSAL 4CO0395

24-Nov-14

US Attorney's Office

Denver, Colorado

To be filled out with initial offer

The following security countermeasures are required by the Request for Proposals package. Using this form, the offeror shall quote unit prices on all security countermeasures identified in the RLP package, and enter the total costs on the GSA Form 1364 as Building Specific Amortized Capital (BSAC). Upon lease award, BSAC pricing shall be fixed and not subject to further negotiation. Refer to "Security Requirements" attachment to the lease for additional details. This form must be submitted with all offers.

Lease Security Standards Section	Unit Price	Quantity	Total
FACILITY ENTRANCES			
FACILITY ENTRANCES AND LOBBY			
EMPLOYEE ACCESS CONTROL AT ENTRANCES			
COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS			
PUBLIC RESTROOM ACCESS			
SECURING "CRITICAL AREAS"			
VISITOR ACCESS CONTROL			
INTERIOR OF SPACE (GOVERNMENT)			
DESIGNATED ENTRANCES			
IDENTITY VERIFICATION			
FORMAL KEY CONTROL PROGRAM			N/A
SITE AND EXTERIOR OF BUILDING			
SIGNAGE			
POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL			
POSTING OF REGULATORY SIGNAGE			

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	<u>LANDSCAPING AND ENTRANCES</u>		
	LANDSCAPING REQUIREMENTS		
	CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN		
	HAZMAT STORAGE		
	PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES		
	<u>SECURITY SYSTEMS</u>		
	<u>CLOSED CIRCUIT TELEVISION</u>		
	LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE - LEVEL II		
	GOVERNMENT PROVIDED PRODUCT, INSTALLATION, AND MAINTENANCE		
	<u>INTRUSION DETECTION SYSTEM</u>		
	LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE - LEVEL II		
	GOVERNMENT PROVIDED PRODUCT, INSTALLATION, AND MAINTENANCE		
	<u>DURESS ALARM</u>		
	LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE - LEVEL II		
	GOVERNMENT PROVIDED PRODUCT, INSTALLATION, AND MAINTENANCE		
	<u>STRUCTURE</u>		
	<u>WINDOWS</u>		
	SHATTER-RESISTANT WINDOW PROTECTION		(b) (4)
	<u>OPERATIONS AND ADMINISTRATION</u>		
	LESSOR TO WORK WITH THE FACILITY SECURITY COMMITTEE (FSC)		
	ACCESS TO BUILDING INFORMATION		
	TOTAL COSTS		(b) (4)

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GOVT

EXHIBIT G

GENERAL CLAUSES (Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552 270-25	SUBSTITUTION OF TENANT AGENCY
	6	552 270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552 270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	CENTRAL CONTRACTOR REGISTRATION
	18	552.270-31	PROMPT PAYMENT
	19	552.232-23	ASSIGNMENT OF CLAIMS
	20	552.270-20	PAYMENT
	21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION
STANDARDS OF CONDUCT	22	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	552 270-32	COVENANT AGAINST CONTINGENT FEES
	24	52-203-7	ANTI-KICKBACK PROCEDURES
	25	52-223-6	DRUG-FREE WORKPLACE
	26	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	27	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	52-215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	552.270-13	PROPOSALS FOR ADJUSTMENT
	30		CHANGES
AUDITS	31	552.215-70	EXAMINATION OF RECORDS BY GSA
	32	52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	52.233-1	DISPUTES

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GOVERNMENT

LABOR STANDARDS	34	52.222-26	EQUAL OPPORTUNITY
	35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM
			REREPRESENTATION
	37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH
			DISABILITIES
	39	52.222-37	EMPLOYMENT REPORTS VETERANS
SUBCONTRACTING	40	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST
			WHEN SUBCONTRACTING WITH CONTRACTORS
			DEBARRED, SUSPENDED, OR PROPOSED FOR
			DEBARMENT
	41	52.215-12	SUBCONTRACTOR CERTIFIED COST OR
			PRICING DATA
	42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING
			PLAN
	45	52.204-10	REPORTING EXECUTIVE COMPENSATION AND
			FIRST-TIER SUBCONTRACT AWARDS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS


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GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

INITIALS:


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4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect, (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions.

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

~~The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.~~

Subject to the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed, the Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

INITIALS


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9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government.

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

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LESSOR

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(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (JAN 2011)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the LCO, the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (MAR 2013)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within 60 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

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14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space

Additional Provisions:

Building Structure, Façade and Systems:

Following Initial Lease build-out and TI completion, any alteration to the Building by the Government which would materially and adversely impact the structure, facade, mechanical, electrical or plumbing systems of the Building must be presented to the Lessor within a time period that is reasonable under the circumstances, but no more than ten days, prior to any such alteration by the Government. Any such presentation to the Lessor shall be solely for the Lessor's review and comment to the Government.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (JAN 2011)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may obtain satisfaction of this condition by obtaining the services of a licensed fire protection engineer to verify that the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances

17. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012)

(a) Definitions. As used in this provision—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

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"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc (D&B) to identify unique business entities

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The offeror will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

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- (v) Company Telephone Number.
- (vi) Date the company was started
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (Industry).
- (x) Company Headquarters name and address (reporting relationship within your entity)

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

18. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

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(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) Overpayments If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

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(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

19. 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)
(Applicable to leases over \$3,000.)

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

20. 552.270-20 PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is. $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

21. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

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(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment,
- (ii) Paying any prompt payment penalty due, and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

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(i) **Payment information.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

22. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
(Applicable to leases over \$5 million and performance period is 120 days or more.)

(a) **Definitions.** As used in this clause—

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) **Code of business ethics and conduct.**

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

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(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct, and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

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(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

- Monitoring and auditing to detect criminal conduct;
- Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
- Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

- If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

- If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

- The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

- The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

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(d) **Subcontracts.**

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

23. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

24. 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) **Definitions.**

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

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"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the Inspector General of the contracting agency, the head of the contracting agency if the agency does not have an Inspector General, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(5)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(5)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

25. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over \$150,000 average net annual rental including option periods, as well as to leases of any value awarded to an individual.)

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

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"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. **"Directly engaged"** is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor

(b) The Contractor, if other than an Individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition,

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction,

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

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(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment

26. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(Applicable to leases over \$5 Million and performance period is 120 days or more.)

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
_____	_____
_____	_____

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

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(2) Is performed entirely outside the United States.

27. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)
(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

28. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
(Applicable when cost or pricing data are required for work or services over \$700,000)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

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(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

29. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

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- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed,
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

30. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

31. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have

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access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

32. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract

(c) *Certified cost or pricing data.* If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Comptroller General—*

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported

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(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

33. 52.233-1 DISPUTES (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

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(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

34. 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) **Definition.** "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—

(i) Employment;

(ii) Upgrading;

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- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for

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noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

35. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

36. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)
(Applicable to leases exceeding \$3,000)

(a) *Definitions. As used in this clause—*

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

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(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

37. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
(Applicable to leases over \$100,000.)

(a) *Definitions. As used in this clause—*

"All employment openings" means all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Armed Forces service medal veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

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"Disabled veteran" means—

(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Executive and senior management" means—

(1) Any employee—

(i) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;

(ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(iii) Who customarily and regularly directs the work of two or more other employees; and

(iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or

(2) Any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

"Other protected veteran" means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified disabled veteran" means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

"Recently separated veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

(b) General.

(1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

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- (i) Recruitment, advertising, and job application procedures.
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring
- (iii) Rate of pay or any other form of compensation and changes in compensation.
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
- (v) Leaves of absence, sick leave, or any other leave.
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
- (viii) Activities sponsored by the Contractor including social or recreational programs.
- (ix) Any other term, condition, or privilege of employment

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(3) The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000 or more to have an affirmative action program for veterans. See 41 CFR Part 60-300, Subpart C.

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

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(d) **Applicability.** This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U S Virgin Islands, and Wake Island.

(e) **Postings.**

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

(f) **Noncompliance.** If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (52.222-35, Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include—

- (1) Withholding progress payments;
- (2) Termination or suspension of the contract; or
- (3) Debarment of the contractor.

(g) **Subcontracts.** The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

38. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
(Applicable to leases over \$15,000.)

(a) **General.**

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;

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(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating—

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.



(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) **Noncompliance.** If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) **Subcontracts.** The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

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39. 52.222-37 EMPLOYMENT REPORTS VETERANS (SEP 2010)
(Applicable to leases over \$100,000.)

(a) **Definitions.** As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "other protected veteran," and "recently separated veteran," have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

40. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
(Applicable to leases over \$30,000)

(a) **Definition.** "Commercially available off-the-shelf (COTS)" item, as used in this clause—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace, and

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(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System) The notice must include the following.

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds \$30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

41. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
(Applicable if over \$700,000.)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause

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were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

42. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

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(1) (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, or

(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) (1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm, or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUB Zone Help Desk at hubzone@sba.gov.

43. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE III (JUL 2010)
(Applicable to leases over \$650,000.)

(a) This clause does not apply to small business concerns.

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(b) **Definitions.** As used in this clause—

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

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(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns,

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

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- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

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(iii) Submit Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with paragraph (i) of this clause. Submit the Summary Subcontract Report (SSR), in accordance with paragraph (i) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations; and

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 in accordance with paragraph (i) of this clause. Ensure that its subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (i) of this clause using the eSRS.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating—

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

- (A) Trade associations;
- (B) Business development organizations;

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(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

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(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns," or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) *The Contractor shall submit a SF 294.* The Contractor shall submit SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *SF 294.* This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan. For prime contractors the report shall be submitted to the contracting officer, or as specified elsewhere in this contract. In the case of a subcontract with a subcontracting plan, the report shall be submitted to the entity that awarded the subcontract.

(l) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

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(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option

(2) SSR. (i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve-month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in the eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

44. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$650,000.)

(a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to

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Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

45. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)
(Applicable if over \$25,000.)

(a) *Definitions.* As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Months of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

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- (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) *Change in pension value* This is the change in present value of defined benefit and actuarial pension plans
- (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public

(c) Nothing in this clause requires the disclosure of classified information

(d) (1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fars.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fars.gov> to report the data)

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- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fars.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

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(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR database information is incorrect, the contractor is responsible for correcting this information.

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EXHIBIT H

(1) FISCAL YEAR: 2014 (2) FISCAL YEAR: 2015 (3) FISCAL YEAR: 2016
(Acquisition of Real Estate for Acquisition of Real Property)

Offeror's Name: _____
Address: _____

Offeror's Name: _____
Address: _____

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. (NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.)

1. 52.119-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

- (-a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$20.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations
- (1) The offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—
- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

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- (i) If [] is not a veteran-owned small business concern, it shall provide all the required documentation to the WOSB Program, and provide information on any other concerns that are participating in the joint venture, and
- (ii) If [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) **Definitions** As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"--

(1) **Means a small business concern--**

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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(b) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or dependent child of such veteran

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16)

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (4) of this provision

"Veteran owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 845(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both,
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

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(c) Definition: "Women owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women, or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women, and whose management and daily business operations are controlled by one or more women.

(b) Representation: (Complete only if the Offeror is a women owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.) The Offeror represents that it is a women owned business concern.

4. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that -

- (a) If ☐ has, ☒ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation,
- (b) If ☒ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It ☐ has developed and has on file, ☒ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)

(a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer

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or to pay and not to be bound by the terms of the contract unless it is in the interest of the Government.

(b) The Contractor represents that

- (1) It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☒ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

6. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered,
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law, and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above: David Sternberg, Executive Vice President, Midwest and Mountain Regions
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

7. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds \$100,000)

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- (a) Prohibition. As stated in the provision "Lobbying contact," the restrictions provided in 2 U.S.C. 103 (b) "The term," agency, "influencing or attempting to influence," "officer or employee of any agency," "person," "to obtain or attempt to obtain," and "officially representing" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-17).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-17) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

8. 52.209-5 - CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
 - (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
 - (D) Have ☐, have not ☒, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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(1) Federal tax lien cannot exist if taxpayer is liable for the following conditions apply

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a

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Contractor shall (1) certify to the Government, prior to award, that the information furnished is true and correct, and shall a position)

The Contractor shall Certify to the Government, prior to award, that the information furnished is true and correct, and shall a position)

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

9. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

- ☒ TIN: (b) (4)
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;

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1. Offeror is a corporation authorized to do business in the United States.

() Type of organization

- | | |
|---|---|
| <input type="checkbox"/> Sole proprietorship, | <input type="checkbox"/> Government entity (federal, state or local), |
| <input type="checkbox"/> Partnership, | <input type="checkbox"/> Foreign government, |
| <input type="checkbox"/> Corporate entity (not law exempt), | <input type="checkbox"/> International organization per FAR 1.0149 |
| <input type="checkbox"/> Corporate entity (law exempt), | <input type="checkbox"/> Other _____ |

(i) Common Parent

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision
- ☒ Name and TIN of common parent

Name **Brookfield Properties 53 State Holding, LP**

TIN **13-3419075**

10. 52.204-6 - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have Internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity)

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1. Offeror must be a U.S. citizen.

By checking the above instruction, in addition to checking the Offer Number on the cover page, the Offeror shall also provide its Offer Number to the Government.

Offer #


(b) (4)

1. CENTRAL CONTRACTOR REGISTRATION (CCR) (May 2012)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <https://www.acquisition.gov>. To remain active, the Offeror/lessor is required to update or renew its registration annually.

☐ Registration Active and Copy Attached

☒ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	BOP 1801 California Street LLC David Sternberg Executive Vice President, Midwest and Mountain Regions 651 Nicollet Mall, Suite 313 Minneapolis, MN 55402  (b) (6) Signature	TELEPHONE NUMBER (612) 372-1583 03-23-2015 Date
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EXHIBIT I

Agency: GS-08P-LCO14891

801 California Street LLC
(hereinafter referred to as "Company")

I. IDENTIFICATION DATA

Address: 1801 California Street
Denver, CO 80202

Date Prepared: 03-23-2015

Description of Supplies/Services: Services associated with lease for office and related space

Solicitation Number: 4CO0395

Contract Number:

If submitting an Individual Contract Plan, insert dates below for the contract duration, if known (or insert N/A if the contract does not include specified option period).

Individual Plan Period:

Base (estimated): Approximately 2017 to 2031

Options: N/A

Estimated Contract Value

Base Period: (b) (4)

Option 1: N/A / Option 2: N/A / Option 3: N/A / Option 4: N/A

Place of Performance: 1801 California Street, Denver, CO 80202

DUNS Number: 7877006

II. TYPE OF PLAN – FAR 19.701 (For definitions, see Cover Page and FAR clause 52.219-9):

☐ Commercial Plan

☒ Individual Plan

☐ Master Plan (Incorporated into Individual Plan)



b. **Small Business**

Company provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

BASE GOALS are expressed in dollars and percentages of the total dollars planned to be subcontracted		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted	(b)	(4)
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

If applicable:

1ST OPTION GOALS are expressed in dollars and percentages of total dollars planned to be subcontracted.		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted	N/A	N/A
2. Large Businesses (Other than Small)	N/A	N/A
3. All Small Businesses (including ANCs & Indian tribes)	N/A	N/A
4. Veteran-Owned Small Businesses (VOSB)	N/A	N/A
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	N/A	N/A
6. HUBZone Small Business (HUBZone)	N/A	N/A
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	N/A	N/A
8. Women-Owned Small Businesses (WOSB)	N/A	N/A

If applicable:

2ND OPTION GOALS are expressed in dollars and percentages of total dollars planned to be subcontracted.		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted	N/A	N/A
2. Large Businesses (Other than Small)	N/A	N/A
3. All Small Businesses (including ANCs & Indian tribes)	N/A	N/A
4. Veteran-Owned Small Businesses (VOSB)	N/A	N/A
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	N/A	N/A
6. HUBZone Small Business (HUBZone)	N/A	N/A
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	N/A	N/A
8. Women-Owned Small Businesses (WOSB)	N/A	N/A

AMPA

If applicable:

3RD OPTION GOALS are expressed in dollars and percentages of total dollars planned to be subcontracted.		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted	N/A	N/A
2. Large Businesses (Other than Small)	N/A	N/A
3. All Small Businesses (including ANCs & Indian tribes)	N/A	N/A
4. Veteran-Owned Small Businesses (VOSB)	N/A	N/A
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	N/A	N/A
6. HUBZone Small Business (HUBZone)	N/A	N/A
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	N/A	N/A
8. Women-Owned Small Businesses (WOSB)	N/A	N/A

If applicable:

4TH OPTION GOALS are expressed in dollars and percentages of total dollars planned to be subcontracted.		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted	N/A	N/A
2. Large Businesses (Other than Small)	N/A	N/A
3. All Small Businesses (including ANCs & Indian tribes)	N/A	N/A
4. Veteran-Owned Small Businesses (VOSB)	N/A	N/A
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	N/A	N/A
6. HUBZone Small Business (HUBZone)	N/A	N/A
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	N/A	N/A
8. Women-Owned Small Businesses (WOSB)	N/A	N/A

B. FAR 19.704(a)(3) and the clause at 52.219-9(d)(3) requires a description of the principal types of supplies and services to be subcontracted and an identification of types planned for subcontracting to SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns. **Check all that apply below, ensuring that at least one item is indicated for each column.** If assistance is needed to locate small business sources, contact your local Small Business Administration Commercial Market Representative via www.sba.gov/localresources, or access the Central Contractor Registration (CCR) Dynamic Small Business Search database at www.ccr.gov. You may also post solicitations for small business opportunities on SBA's SUB-Net at <https://eweb1.sba.gov/subnet/search/index.cfm>.

the percentage of a specific subcontract dollar amount that is expected to be subcontracted and the identification of the type of subcontract work planned to be performed.

Subcontract Category or Size

CONSTRUCTION Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Paint		X					
Carpet		X					
LEASE SERVICES Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Janitorial Services		X					X
Pest Control			X		X		
Water/Sewer	X						
Parking Garage Cleaning				X			
Electricity	X						
Gas	X				X		
Window Cleaning	X						X
Miscellaneous maintenance services						X	

C. FAR 19.704(a)(4) and the clause at 52.219-9(d)(4) require a description of the method used to develop the subcontracting goals. Explain or state the basis for establishing your proposed goals (i.e. based on historical data and experience, market research, etc.), and provide justification for any low goal(s)

Company used the following method to develop the subcontracting goals:

In accordance with the provisions of FAR 52.219-9(d)(1), Company has elected to develop its subcontracting goals based on total planned subcontracting dollars for the use of SBC/SDB/WOB/HUBZ/VOB/SDVOB's as subcontractors. Specifically, all contractors that contribute directly to contract performance will be included as a part of each subcontracting plan's commitment goals. When developing subcontracting goals, the responsible buyers/subcontract specialist review the applicable bill of material/equipment list to identify those materials and equipment items that can potentially be procured from SBC/SDB/WOB/HUBZ/VOB/SDVOB so that the SBLO can be advised accordingly. The total PLAN dollars available to subcontract with SBC/SDB/WOB/HUBZ/VOB/SDVOB's is then allocated between these groups as goals. Direct commitments are incorporated in these estimates. The principal material/equipment items to be procured and the names of potential SBC/SDB/WOB/HUBZ/VOB/SDVOB sources will be identified for subsequent inclusion in this PLAN and Company's negotiated contracts.

D. FAR 19.704(a)(5) and clause 52.219-9(d)(5) require a description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB source list. Use of a firm's source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

Company identifies potential subcontractors using the following source lists and organizations:

MTB
DB

offeror that company will follow Federal Acquisition Regulation (FAR) and notices of subcontracting opportunities, contacting minority and small business trade associations, small business utilization offices and Procurement Technical Assistance Program (PTAP) organizations in a variety of federal agencies. Attending small business procurement conferences and networking events and using the SAM's search function. Company also has several existing business relationships with small businesses with which it has worked on previous contracts.

FAR 19.704(a)(1) and clause 52.219-9(d)(1) require a contractor to develop a plan for subcontracting with small business concerns. The plan should include a description of the method used to determine the proportionate share of indirect costs to be incurred with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns. NOTE: indirect costs represent the expenses of doing business that are NOT easily identified with a specific project (i.e. contract or grant) but are generally recognized as ordinary and necessary for the general operation of the contractor's organization and the conduct of activities it performs. Types of indirect costs include overhead (e.g. facility/utility & supplies cost), general and administrative (G&A), and fringe benefits (e.g. services or benefits provided to employees such as health insurance, payroll taxes, pension contribution, etc)

Indirect costs HAVE BEEN (or) X HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above

If indirect costs HAVE been included, the method used to determine the proportionate share of indirect costs to be incurred with small business concerns was as follows:

IV. PROGRAM ADMINISTRATOR:

FAR 19.704(a)(7) and clause 52.219-9(d)(7) require the name of an individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual. Please add the contact information for this person (telephone number, fax number and/or email address), in case of questions and provide an alternate point of contact if applicable

Name: Myra Napoli
Title/Position: Property Manager
Address: 1801 California Street, Suite 200
City/State/Zip Code: Denver, CO 80202
Telephone number: (303) 383-1801
Email Address: myra.napoli@brookfield.com

Duties: In accordance with clause 52.219-9(d)(11)(e), in order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort



1. The contractor shall develop and maintain a list of potential subcontractors and suppliers, including those who are certified as small businesses.

2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make or buy" decisions.

3. Contact and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.

4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business by contacting SBA.

5. Provide notice to subcontractors concerning penalties and remedies for misrepresentation of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

6. Develop and promote company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

7. Develop and maintain bidders' lists of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns from all possible sources.

8. Ensure periodic rotation of potential subcontractors on bidders' lists.

9. Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

10. Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

11. Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

12. Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

13. Oversee the establishment and maintenance of contract and subcontract award records.

14. Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

15. Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.

16. Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.

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17. Develop and implement a plan to ensure that the company's subcontracting plan is being followed.

18. Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.

19. Prepare and submit timely reports.

20. Coordinate the company's activities during compliance review by Federal agencies.

IF YOUR PROGRAM ADMINISTRATOR WILL PERFORM ADDITIONAL SUBCONTRACTING DUTIES NOT SHOWN ABOVE, PLEASE IDENTIFY THEM HERE:

21. Additional Duties:

V. EQUITABLE OPPORTUNITY:

FAR 19.704(a)(8) and clause 52.219-9(d)(8) require a description of the efforts the offeror will make to assure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns have an equitable opportunity to compete for subcontracts

Company will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade associations;
2. Contacting veterans service organizations;
3. Contacting business development organizations;
4. Attending small and minority business procurement conferences and trade fairs; and
5. Using SAM.

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;
2. Establishing and maintaining SB, VOSB, SDVOSB, HSB, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts; and;
3. Monitoring compliance with the subcontracting plan

C. Additional efforts:

VI. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:

FAR 19.704(a)(9) and clause 52.219-9(d)(9) require assurances that the offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of this clause (see 19.708(b)).



company agree to include the FAR 19.704(a)(11) "description of all records" clause in all subcontract awards and in all subcontracting opportunities, and will require all subcontractors (except small business concerns) that receive subcontract awards in excess of \$650,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 19.704, Small Business Subcontracting Plan.

VI. REPORTING AND COOPERATION:

FAR 19.704(a)(10) and clause 52.219-9(d)(10) require a contractor that is selected to do the following:

Company agrees to:

- (10)(i) Cooperate in any studies or surveys as may be required,
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan,
- (iii) Submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS,
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;
- (v) Provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

<u>eSRS</u> <u>Calendar Period</u> <u>for:</u>	<u>Report Due</u>	<u>Date Due</u>	<u>Submit Reports to</u> <u>with email address</u>
10/01-03/31	ISR	04/30 Officer/SBTA	Contracting
04/01-09/30	ISR	10/30 Officer/SBTA	Contracting
10/01-09/30	SSR	10/30 Officer/SBTA	Contracting

THE eSRS WEB-BASED REPORTING REQUIREMENT INSTRUCTIONS CAN BE FOUND IN THE ATTACHMENT TO SUBCONTRACTING PLAN TAKEN FROM FAR CLAUSE 52-219-9.

VIII. RECORDKEEPING:

FAR 19.704(a)(11) and clause 52.219-9(d)(11) require a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the

company will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists, and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant wide or company wide basis, unless otherwise indicated):

1. Source lists (e.g., SAM), guides, and other data that identify SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
2. Organizations contacted in an attempt to locate sources that are SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
3. Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating:
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
4. Records of any outreach efforts to contact
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
5. Records of internal guidance and encouragement provided to buyers through:
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.



[illegible]

7. Other record, to support your compliance with the subcommittee plan.

IX. STATUTORY REQUIREMENTS (Found at FAR 19.702)

- Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance
- It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns
- See 19.702(a)(1) for requirements that are imposed in negotiated acquisitions, and (a)(2) for requirements that are imposed in sealed bidding acquisitions.
- As stated in 15 U.S.C. 637(d)(8), any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages (see 19.702(c) and 19.705-7).

X. DESCRIPTION OF GOOD FAITH EFFORT (Also refer to 13 CFR 125.3(d), Determination of Good Faith Effort)

In order to demonstrate your compliance with a good faith effort to achieve the small business subcontracting goals, outline the steps below that your company plans to take.

Company will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

The Plan Administrator will be instructed to file the proper compliance reports with eSRS and has already been briefed on the importance of making a good faith effort to meet or exceed the goals contained herein. Should there be a personal change at the Company, the Plan Administrator's replacement will be provided this Plan and instructed to continue with the compliance efforts.

The above requirements will be negotiated with the contracting officer prior to approval. The contracting officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.



Washington, DC 20540-0001

This subcontracting plan was submitted by

HOP 1901 Contract Sheet 111

Signature

(b) (6)

Printed Name David Sternberg

Title: Executive Vice President, Midwest and Mountain Regions

Date: 03-23-2015

Government Contracting Officer APPROVAL

Signature:

(b) (6)

Printed Name:

Mark K. Pearce

Agency:

CSA

Date Signed:

6/25/15